# STATEWIDE PURCHASE & SALE AGREEMENT AND ALL THOSE ADDENDA!

## Instructor: Sabrina Jones-Schroeder, J.D.

This is a 7½ hour course focusing on the Purchase and Sale Agreement which is the foundation of the transaction between the buyers and sellers of real estate. It covers such topics as material terms and requirements of a contract, all the provisions of the statewide Purchase and Sale Agreement and the addenda that compliment the Purchase and Sale Agreement.

**Course Certification Number C10549** 

revised 07/19

# COURSE SCHEDULE

- 8:30 10:15 Introduction and discussion of intentions, goals and purposes in properly completing the Purchase and Sale Agreement ("PSA") and begin Specific Terms of the PSA (page 1)
- 10:15 10:30 Break
- 10:30 12:00 Complete Specific Terms of the PSA (page 1)
- 12:00 1:00 Lunch Break
- 1:00 2:45 Begin General terms of the PSA (pages 2-5)
- 2:45 3:00 Break
- 3:00 4:45 Complete General terms of the PSA (pages 2-5) and cover the key PSA Addenda

## I. INTRODUCTION

- 1. PSA Transaction Forms Cheat Sheet (pages 1-4)
- 2. The general purpose of the Purchase and Sale Agreement (PSA) is to create a predictable agreement that will end in one of two ways closing or terminate.

**Race Track Analogy:** A real estate transaction is like a hurdles race on a race track. Mutual acceptance is the transaction coming out of the starting blocks and closing is the finish line. There will be hurdles as you go down the track. When a situation comes up (i.e., a hurdle) you will either be able to clear that hurdle and the transaction will move one step closer to closing or you will not be able to clear that hurdle ("SMACK") and the transaction will terminate at which point the only issue to work out usually is distribution of earnest money. To assist in clearing all the hurdles, there should be something in every blank (n/a, 0, or line through it). A contract with blank blanks may be a void contract. Also, make sure to work through the entire agreement making sure the appropriate boxes are checked invoking certain provisions.

As a matter of policy, always check boxes and fill in the blanks even if the parties would agree to the parenthetical default so it is clear that the licensee and the client talked about it. As a licensee, you do not want to be in the situation where the client asks, "What happens now?", and you are forced to say, "I don't know!" (the infamous "broker in the headlights" syndrome).

#### 3. Focus of the PSA:

- Not as much on getting the deal to closing, but how to allocate responsibilities, risk and damages if the transaction fails to close.
- Avoiding trouble for the parties and licensees a well drafted PSA will help attorneys get licensees out of trouble if it is used as it was intended.
- 4. Almost universal truth: Problems will arise (hurdles will appear) when the buyer complains that something is not as it was represented.

What are some examples of hurdles you might face in a transaction while you are going down the racetrack?

What are some examples of hurdles you might face in a transaction after you have crossed the finish line (post closing hurdles)?

What can you do when a client calls you with a post closing hurdle?

Reference Annie Fitzsimmon's Legal Hotline and Friday Videos from Washington REALTORS®.

Once in a while our clients will look for an out (you know, buyer's and seller's remorse). Failure to fill out the PSA completely may give the party loophole to get out of the deal. Therefore, fill in all the blanks!

#### 5. Alternative property types Purchase and Sale Agreements:

MULTI-FAMILY PSA - Form 20 (pages 159-163): included items are pluralized (e.g., stoves/ranges instead of stove/range), general term z addressing books, records, leases and agreements being made available for inspection to the buyer no later than 10 days after mutual acceptance, buyer shall have 10 days upon receipt to review and approve, buyer to assume and seller to transfer all such leases, etc.

MANUFACTURED HOME PSA - Form 23 (page 164-168): includes information about the manufacturer, serial number and year of the manufactured home, the space number of the rented lot, lot lease information, that the manufactured home is personal property being transferred and how, included items include existing expansion/add-on, buyer review of park rules and regulations, assumption of lease contingency, etc. The licensee will use Form 23 for manufactured homes on leased land where title has not been eliminated (i.e., in a manufactured home park). If title to the manufactured home has been eliminated and it sits on its own land, the licensee should use Form 21 as the manufactured home is now real property. If the manufactured home is on its own land, but title has not yet been eliminated, the licensee should still use Form 21 and include the MANUFACTURED HOME ADDENDUM - Form 22MH (page 82) which indicates the seller will use best efforts to get title eliminated prior to closing. As a practical matter, the Form 22MH should be used anytime the property includes a manufactured home whether title has been eliminated or not.

Note: The closing agent on a manufactured home on leased land would likely appreciate receiving a copy of the title to the manufactured home (e.g., title has not yet been eliminated).

VACANT LAND PSA – Form 25 (page 171-175): includes information about the subdivision (specific term 16 and general term w) and feasibility contingency expiration date (on the face of the PSA).

**CONDOMINIUM PSA – Form 28 (page 176-180):** includes information about the unit number, residential condo development name, condo declaration recording number, parking space number, storage space number, new construction or conversion (for which the licensee will need to attach the **NEW CONSTRUCTION** / **CONVERSION ADDENDUM – Form 29**), public offering statement, resale certificate (for which the licensee may use the **CONDOMINIUM RESALE CERTIFICATE – Form 27 (page 181-184)** dealing with issues unique to condos and as required for the Condominium Act of the State of Washington), and condominium assessment.

However, on the average residential real estate transaction, the licensees will use the **RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT** - Form 21 (pages 31-35).

## II. SPOKANE FORMS

But first . . . a couple of Spokane "home grown" forms that can be found in the Spokane folder in Transaction Desk.

<u>SPOKANE ADDENDUM – Form SAR-SA (pages 5-6)</u>: Use on all transactions – all property types – listing broker should execute with listing and load into Associated Docs with the Exhibit A, SDS, LBP & 22K.

This addendum seeks to reconfirm the broker's responsibilities per the agency law which is to advise the client to see expert advice on matters related to the transaction that are beyond the broker's expertise. Accordingly, the form suggests the parties seek expert advice and to not use the services of anyone not licensed to perform any service where a license is required by law. For example, the parties are advised to seek expert advice in the following areas (and are given online resources): legal issues, accounting or tax issues, inspections including home inspectors and following up on recommendations by inspectors, contractors, etc., on site sewage disposal systems, wells and soil conditions.

The parties are also advised of important matters to be considered and of other matters that can adversely a property including: smoke detectors, carbon monoxide detectors, mold, wood destroying organisms, radon, asbestos and other indoor organic compounds.

By initialing the form, Seller acknowledge the have the sole responsibility for disclosing to the Buyer in writing any known conditions. Buyer acknowledges Buyer is solely responsible for determining whether to inspect for such adverse matters.

Finally, the form authorized the Buyer's lender to release the Closing Disclosure Statement and other consumer disclosures to the firms, brokers and the closing agent.

# SPOKANE BUYER REPRESENTATION AGREEMENT – Form SAR-BR

(pages 7-8): should use with all buyers, but MUST use when in a dual agency situation.

What are the two potential dual agency situations?

1)\_\_\_\_\_

2) \_\_\_\_\_

This form spells out the commitment from the buyer to their buyer's representative (firm and broker). The agreement spells out the term of the agreement, when the firm is entitled to receive compensation and how much that compensation will be in specific types of situations. It also addresses the ethical situation of not stepping on other licensee's toes by having a buyer confirm they are not in a relationship with another firm or broker. The parties may also negotiate a retainer fee. This form contains provisions with regard to VA transactions and distressed sales, as well as acknowledgements concerning facts affecting the property and acknowledgement regarding advice, inspections and home warranties. Finally, there is a consent to dual agency on page 1, paragraph 3, but to act as a dual agent, the firm must disclose the terms of compensation which is done in the box at the bottom of page 2.

# III. STATEWIDE FORMS

THE LAW OF REAL ESTATE AGENCY PAMPHLET (pages 9-15): give to all Buyers and Sellers.

This form can be found in the pamphlets folder in TransactionDesk and should be provided to all buyers before they sign anything. This must be the first document they receive in any electronic signing system the licensee uses. This document summarizes and restates the agency law of the state of Washington. WIRE FRAUD ALERT (page 16): give to all Buyers.

This form can also be found in the pamphlets folder in TransactionDesk. Given the rise of email wire fraud, this form should be provided to all buyers at the beginning, middle and end of all transactions with the warning they should never wire their funds to close on the basis of an email. Rather, Buyers should always call to confirm wire instructions directly with the closing agent. The CFPB has estimated a loss of nearly \$1 billion in real estate transactions from such scams.

**<u>APPOINTMENT OF SUBAGENT (page 17)</u>**: should be provided to a seller if a licensee if going to be unavailable and another licensee in the listing broker's firm is going to be appointed to represent the seller in the original broker's absence.

## SELLER DISCLOSURE STATEMENT - IMPROVED PROPERTY - Form 17

(pages 18-23): Use on all residential transactions (one to four living units). The Seller Disclosure Statement (SDS – Form 17 for residential 1-4 unit properties or 17C for land zoned residential) is **NOT** referenced in the PSA. The SDS is, by law, **NOT** part of a PSA. Therefore, the SDS itself should be completed by the Seller, and provided to a Buyer at or before the time the PSA is completed (e.g., in Associated Docs in the MLS). See also the **Form 17C** – **Seller Disclosure Statement – Unimproved Property (pages 24-29).** 

Note: Per the state statute, the Seller must provide the SDS to the buyer within how many days of mutual acceptance?

Upon receipt, the Buyer has how many days to rescind the PSA?

A copy signed by Seller and Buyer must be retained in the licensee's file. Failure to comply with the Seller's Disclosure Act gives the Buyer a "no cause necessary" rescission right which may cause the transaction to fail to close. Buyers should sign only one of the signature lines on the last page of the SDS. Buyer should use the NOTICE OF RESCISSION OF AGREMENT PURSUANT TO RCW 64.06 - Form 90A (page 30) to give notice of rescission if displeased with SDS.

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT - FORM 21 - SPECIFIC TERMS (page 31):

1. Date:

For reference only, does not signify acceptance. This will the the date to be used on addenda that will be added to the PSA.

#### MLS No:

Can fill in, but not necessary.

Note: Never include via reference the MLS Data sheet with the PSA!

#### Offer Expiration Date:

The date for acceptance of an offer (unless sooner withdrawn) may be stated by the offering Buyer. Counteroffers drafted on a **COUNTEROFFER ADDENDUM Form 36 (page 117)** can also set specific expiration dates. If no date is stated (or if the offer is countered on the face of the PSA which is discouraged), the counteroffer carries a two-day period for acceptance (still subject to being withdrawn sooner).

Failure to accept within the time required will cause the offer or counteroffer to lapse. Withdrawal of an offer or counteroffer prior to acceptance requires a written notice delivered or transmitted by fax or email to the other side (race to the fax machine or scanner story). The appropriate form to use to withdraw an offer or counteroffer is the **WITHDRAWAL OF OFFER OR COUNTEROFFER – Form 36A (page 118)**.

Mutual acceptance is considered achieved when one side has accepted all terms and provisions presented by the other side ("meeting of the minds") and then has delivered the accepted PSA to the last offeror ("mutual acceptance"). Any change in the terms of an offer or counteroffer is considered a counteroffer except insertion of or change to the Seller's name and Seller's warranty of citizenship status.

PRACTICE TIP: In noting mutual acceptance, when the licensee sending back the mutually agreed offer fills out a fax cover sheet or sends an email, he or she should note on the cover sheet (or in the body of the email) the date of mutual acceptance. Confirm via phone call or ask for a reply to the email from the other licensee so the licensees and parties are on the same page with regard to the mutual acceptance date. If there is a dispute, work it out ASAP. The use of a mutual acceptance date form may be useful, but "Just sayin' it so, don't make it so." Mutual acceptance by definition is the event when the PSA and all addenda are delivered to the last offering party indicating consent. Should a licensee make note on such a form of a date that is not the actual date of delivery, the actual date of delivery will trump the licensee's written mutual acceptance date.

# Note: The parties to a PSA contract must acknowledge all the material terms in order for the PSA to be binding. The material terms to a PSA could be referred to as the 4 P's: Parties, Property, Purchase Price and Payment Method.

#### 2. Buyer:

The **complete and proper legal names** for the prospective Buyer(s). Include middle initials for individuals if those should be included in the final closing documents. If an entity, include the full legal name of the entity. Indicate the **legal status** of the Buyer(s) (e.g., "an unmarried person", "a married couple", "as tenants in common", "a Washington corporation"). Choose this status from the drop down menu in TransactionDesk.

Practice Tip: Ask your client, "How would you like your name to appear on legal documents?" (the goal is to make it clear - if we can do something to help out the lender, closing agent or title company, then be as specific as possible in drafting the PSA).

1) Individuals: The marital status of each individual should be specified (e.g. "an unmarried person" or "a married couple").

If community property is to be sold, the participation (i.e. signatures) of both spouses is required. A proper **power of attorney** may be used for this purpose.

If a married person is selling separate property, confirmation of a lack of any interest on the part of the non-participating spouse will generally be required - a **quit claim deed** is commonly executed at closing for this purpose (a power of attorney cannot be used for this purpose).

If spouses are purchasing real property as community property, participation or consent of both spouses is required. Neither spouse has the right to unilaterally commit community funds to the purchase of real estate.

If a married buyer is purchasing real property as separate property, but community funds will be required to make the down payment or purchase payments, consent of the non-participating spouse is required. Consent should be obtained at the time the PSA is written, and will also require execution of a document at closing typically a quit claim deed.

Practice Tip: If a quit claim deed will be required, draft this as a contingency to protect the buyer. On the Optional Clauses Addendum - Form 22D, paragraph 12. Other or on an Addendum - Form 34 write "Seller may terminate this agreement if the buyer's spouse does not sign a quit claim deed within 5 days of mutual acceptance (or whatever time frame is necessary or appropriate). If the buyer's spouse does not so sign the quit claim deed, the agreement shall terminate and the earnest money shall be refunded to the buyer."

> If a married buyer is purchasing real property as separate property, using only separate funds, consent of the non-participating spouse may not be technically required. As a practical matter, confirmation of non-involvement and available separate property to complete the

transaction will be required. It is likely that the title company will still require execution of a quit claim deed.

2) Entities: If the seller or buyer is an entity, the exact name and entity form should be stated. Different rules apply regarding approval of the PSA by different entities. In general, the following rules apply:

> **General Partnerships** - absent an agreement, assume all partners must sign to bind the partnership to buy or sell partnership property. Problem: many partnerships have partnership agreements which alter the rule, so ask for a copy of the partnership agreement.

> Limited Partnerships - the general partner or partners have powers like those in a general partnership, limited partners have no effective control rights - again, however, ask for a copy of the partnership agreement and see what it says regarding approval of purchases and sales.

**Corporations** - act through written corporate resolutions adopted at meetings. If you are not familiar with the corporation, ask for a copy of the corporate resolution which confirms the authority of the signer to bind the corporation.

Limited Liability Companies - these are governed by the provisions of company agreements, often called operating agreements. These usually specify whether there are one or more managers, or a group of members, or a requirement that all members sign any agreement to buy or sell property. Ask for a copy of the agreement.

**Trusts** - operate under the provisions of a written trust agreement. Generally, the signatures of all trustees will be required unless the trust specifies otherwise.

#### Additional potential pitfalls:

If the buyers think they want to purchase or operate in an entity form or in some relationship with one another, but have not decided what entity form or legal relationship to use (e.g. buyers deciding whether to form a corporation or partnership, individuals deciding whether to buy as tenants in common, joint tenants, etc.) do not attempt to advise them on this issue. This is an issue they should take to their legal and tax advisors. This is a clear duty under the agency law which mandates that we tell our clients to see expert advise on matters relating to the transaction that are beyond our area of expertise which arguably is limited to marketing, negotiation and facilitating the transaction to closing.

Identification of, and proper execution of the PSA by, the parties who are buying and selling is necessary in order to create a binding contract. Additional issues may arise in identifying proper parties and assuring proper authorization. In particular, any time the legal system is involved, special handling and processing rules may apply (e.g. divorce, bankruptcy, guardianships, death - with or without a probate, incompetence without a durable power of attorney, and similar matters).

## Exercise:

1. What if the buyer is purchasing alone, but is married?

## BUYER:

Note: In this situation, the closing agent will require a quit claim deed from the non-participating spouse because the transaction creates a community debt. Washington is a community property state - community property law applies to the sale or purchase of all real property even if the purchaser is from a non-community property state. If non-participating spouse does not give consent, the deal is voidable at the option of that spouse - even after the deal has closed! May not need quit claim if there is a pre-nuptial agreement or a community property agreement. If need quit claim, get ASAP because PSA is also voidable (e.g., non-participating spouse can void up until closing even if they agreed to sign the quit claim at closing). Can have non-participating spouse sign copy of PSA and write "non-participating spouse" beneath their signature (but still have them sign quit claim at closing).

Community property laws dictate that in purchasing or selling real property, the law of the state where the property is located will govern. When purchasing personal property, the law of the state where the purchaser resides will govern.

2. What if the buyers are brother and sister where the brother is married purchasing without his spouse and the sister is not married?

## BUYER:

3. What if the buyers are from out of town, only one spouse is here looking at property and he or she finds a house and wants to write an offer - can only one spouse sign the PSA?

#### BUYER:

How will you deal with the fact that the other spouse if out of town?

1.	
2.	
3.	

South of Shield B.

If only one spouse signs, the transaction is vulnerable. Should get signatures of both spouses (at least a fax, email or e-signature) or have an appropriate power of attorney in place.

Initialing and signing under a power of attorney exercise: Jane Q. Doe has John Q. Doe's power of attorney. How will she initial and sign on his behalf?

Initials	Date	Signature	Date

4. What if the licensee is signing on behalf of a Buyer who does not want to be identified until signed around?

#### BUYER:

Notes:	1)	can add "undisclosed principal, a single person and a
		licensed real estate licensee."

2) Licensee needs a written agreement with the undisclosed principal. Principal must be in existence at the time of the agreement (e.g., cannot be a soon to be formed corporation) and the nominee must have actual authority to sign (prove by making the principal sign and initial a copy of the final offer and leave it in the file – shows principal/buyer consented to the deal).

#### Why have a nominee?

- principal/buyer's notoriety/celebrity status may injure his or her negotiating position; or
- 2) relational problems between the seller and the principal/buyer – feuding farmers

## 3. Seller:

The complete names of the Sellers may not be known or available to the selling licensee and may need to be confirmed and completed when the offer is submitted. Addition of the Seller's name by the listing licensee will

not be considered a counteroffer. Look at the SDS in the Associated Docs to see what name the listing broker used.

## 4. Property:

### Legal Description attached as Exhibit A.

The legal description is the most important of the three property descriptors and will create a void contract if incorrect, incomplete or missing altogether. Anything labeled Exhibit A that is in fact a complete and proper legal description will be acceptable and will tighten down this loophole for both Buyer and Seller (and may prevent deposits into the licensee's real estate education fund.)

Listing Broker process:

- When going out on a listing appointment, listing licensee might consider ordering a print, map and docs which will include the last recorded deed from the title company of their choice.
- 2) When the listing licensee secures the listing, they should call the title company as approved by the Seller and order a preliminary commitment for title insurance. If listing licensee did not order the last recorded deed earlier, he or she should ask for it as soon as the Seller signs the listing (likely the title company will provide it without the listing broker even needing to ask for it).
- 3) If the licensee has the Exhibit A from the preliminary title commitment for title insurance which is the best source of the legal description, licensee should load that Exhibit A (NOT the entire commitment) into associated docs. If the listing licensee does not have the preliminary title commitment yet, listing licensee should use the last recorded deed labeled "Exhibit A" and upload that into Associated Docs. In a pinch (and shame on the listing broker for creating the pinch), the parties could sign something taken from the county assessor's website if a transaction is being signed over a weekend and the preliminary title commitment Exhibit A and the last recorded deed "Exhibit A" are unavailable.

Practice Note: this is a good time to upload the Seller Disclosure Statement (SDS) – Form 17, Lead Based Paint Addendum (LBP) – Form 22J, Identification of Utilities - Form 22K, the SAR-SA (Spokane Addendum), etc. to Associated Docs, as well.

4) Make a note in Agent Remarks in the MLS, "Title opened with ABC Title Company."

Important Practice Note: If the last recorded deed is used as the "Exhibit A" for a mutually accepted PSA, when the preliminary title commitment arrives, both brokers should check and double check the last recorded deed "Exhibit A" for accuracy. If it is accurate, no need for further action. If it is not accurate, the parties should sign the updated Exhibit A from the preliminary title commitment. Similarly, if the property hasn't sold when the preliminary commitment for title insurance comes in, the listing licensee should swap out the last recorded deed "Exhibit A" for the actual Exhibit A from the preliminary title commitment in Associated Docs.

Buyer Broker process:

- Check MLS for Exhibit A (in whatever form) in associated docs. If it is there, print out (or attach or incorporate into the transaction documents) and have buyer initial and date the Exhibit A, as well as any other associated docs if applicable and available. If it is not there, go find a legal description somewhere (e.g., call the title company for a last recorded deed).
- 2) Write in the title company as stated in the Agent Remarks unless there is a compelling reason to change.

What is the most reliable source of a legal description?

Note: The last recorded deed is the second best choice if Exhibit A from a preliminary title commitment is not available.

Tax Parcel Number: As identified in MLS data sheet or from tax records (e.g., 12345.6789). The PSA provides space for up to 3 parcel numbers.

Street Address: As identified in the MLS data sheet (e.g., 1234 E. Main Street, Spokane (city), Spokane, (county), WA (state) 99123 (zip))

#### 5. Included Items:

Attached items are generally considered part of the real property and included in the sale. Built-in appliances should be considered included regardless of whether boxes are checked, but the best practice is to check all applicable boxes on page 1 in the interest of clarity. List other items to be transferred that would generally be considered personal property (e.g. appliances which are not built-in such as the microwave, bar stools, riding lawn mower, etc.) If there is a potential for dispute or uncertainty whether an item is "attached" and will stay with the property and the Buyer wants the Seller to leave it, list it - "When in doubt, write it out!" Several items

are listed in General Term c. and need not be listed on page one of the PSA if in the included items paragraph.

Note: The PSA constitutes the full understanding of the parties (see General Term m. "Integration and Electronic Signatures"), even though unattached items may be shown as available amenities in the MLS property data sheet, flyer, etc., failure to list them in the PSA probably means they aren't included in the deal.

**Excluded Items:** Excluded items should be dealt with in the **OPTIONAL CLAUSES ADDENDUM - Form 22D (pages 67-68)** under paragraph 10 Excluded Item(s) on page 2 of that form.

PRACTICE TIP: If the Seller intends to keep something that is considered an included item (e.g., the dining room chandelier, master bedroom curtains that match the bedding or Aunt Mildred's prized rose bush), suggest the Seller remove the item before marketing the property. If the Seller cannot or will not remove the item, use this 3 step approach to excluding items:

- 1) exclude the item(s) in the MLS,
- 2) tag the item(s) on the property, and
- 3) exclude the item(s) in the Optional Clauses Addendum.

Note: Unintended omissions of either included or excluded items can be costly to you and your client because prior understandings and agreement are wholly replaced by the provisions of the PSA. Failure to get this part of the PSA right may result in a deposit into your real estate education fund!

#### 6. Purchase Price:

The total price, inclusive of the earnest money deposit, should be inserted.

## 7. Earnest Money:

In numbers, specify the amount of earnest money. 1% earnest money seems to be customary in our market though is totally negotiable between the parties. Then check the box specifying the form(s) of the deposit and, if a Note, attach a copy of the executed original. Use the **EARNEST MONEY PROMISSORY NOTE** – Form 31 (page 103) if the Buyer cannot give you a check, cash, cashier's check or wire the funds. Notes due "at closing" are not favored because if the transaction never closes, the earnest money is never technically due and if the Buyer has defaulted, it will be difficult to get the earnest money to give to the Seller. Special provisions apply by law with respect to deposits greater than \$10,000 (Buyer must submit a W-9 to have earnest money submitted into an interest bearing trust account in their name). Finally, specify who is to hold the earnest money by checking the appropriate box.

Notes: 1) Earnest money must be deposited within 24 hours of mutual acceptance of the agreement under the Washington Administrative Code (WAC) unless otherwise agreed. The PSA provides 2 days for delivery of the earnest money by the Buyer to the selling broker or closing agent (if not collected before mutual acceptance) and an additional 3 days for selling broker to then deposit the earnest money or deliver it to the party holding the earnest money.

- 2) Cash must be deposited immediately, even if still engaged in negotiations (have designated or managing broker or bookkeeper count, or at least count in the presence of another person).
- 3) Promissory note is not preferred because the broker/designated broker is then left to collect on the note; notes do not usually have interest unless there is a default (in no case can the interest rate be greater than the usury rate in Washington). Make promissory notes due ASAP, but date specific. Explain to Seller that broker will assign note to Seller and that broker will not be liable to collect on the note.

PRACTICE TIP: The best business practice is to collect earnest money at the time of offer even though the PSA allows 2 days after mutual acceptance for Buyer delivery. Licensee should receipt any collected earnest money check using **RECEIPT FOR EARNEST MONEY - Form 89 (page 153)** and provide a copy for Seller but whiteout or redact the account/routing numbers before sending. Both listing and selling firm are now required to maintain copies of the firm's receipts, as well as the receipt from the closing agent if the closing agent is holding the earnest money. Confirmation that earnest money was delivered is likely not sufficient, but in fact DOL auditors are looking for confirmation of DEPOSIT in transaction files.

Note that an earnest money check is to be held uncashed until Buyer or buyer's broker receives a copy of the final agreement (mutual acceptance).

#### 8. Default:

Generally, if either the Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, or the Seller may elect to retain the Buyer's earnest money as liquidated damages. If the Seller's election of remedies is checked on page 1 of the PSA, then Seller shall have an election of remedies in the event of Buyer default. If the forfeiture of earnest money box is checked on page 1 of the PSA, the Seller's sole remedy in the event of Buyer's default is the forfeiture of earnest money. The Seller may not, however, retain more than 5% of the purchase price. The exclusive remedy provision does not, however, restrict a Seller's right to also retain other amounts which have been agreed to be non-refundable such as early possession rent or extension fees which have been referred to as such. As a general rule, however, Sellers should not agree to restrict their remedies to forfeiture of earnest money in situations where damages other than loss of market time are likely. For example, a Buyer granted early possession of property who then defaults will likely leave rent and utilities unpaid; repairs, cleaning and maintenance undone; and may require the Seller to evict them. These costs should be recovered in addition to the default remedy and forfeiture of earnest money alone will not be adequate.

PRACTICE TIP: If the Forfeiture of Earnest Money box is checked, as a listing licensee, you must have the "worst case scenario" conversation with your Seller, "Seller, worst case scenario, if the Buyer walks away the day of closing, will the earnest money make you whole?" If not, consider countering higher earnest money or the Election of Remedies.

Also note, if Buyer is paying no earnest money, the parties must agree to the election of remedies lest they create an illusory contract with no remedy (if the forfeiture of earnest money box is checked and there is no earnest money, there is no remedy in the event of buyer default – therefore an illusory contract).

Finally, if neither box is checked, the default would of be the election of remedies as the Seller has not negotiated a limit to his or her remedies.

Disputes regarding earnest money may lead to interpleader in court, but the expense associated with interpleader makes this one of the least desirable alternatives for the parties. Forfeited earnest money may also be used to reimburse the brokers for expenses paid on behalf of the parties before disbursing the balance.

#### 9. Title Insurance Company:

Buyer's broker should consult the listing to see if title has already been opened by the listing broker. If so, unless there is a compelling reason to do so, buyer's broker should not suggest a different title company lest the Buyer incur the cost of any cancellation fees by the Seller's title company.

#### 10. Closing Agent:

Specify the closing company (e.g., title company, escrow company, closing attorney, etc.) first and then, if desired, specify an individual closing agent (e.g., ABC title Company – Cal Closer).

#### 11. Closing Date:

The closing date is the earliest date which is agreeable to both parties for completion of the transaction (crossing the finish line). General Term f. provides definitions of "closing" and "possession". Closing will occur on recording and availability of seller's proceeds (if any). Possession is not considered delivered until the Seller has taken their garbage and possessions with them. Note on line 72 Buyer is entitled to possession at 9:00 pm on the stated possession date. Some disputes have arisen

regarding whether a Buyer is entitled to possession at the beginning of the day of closing, or at the end of the day or at the specific time of funding, recording and availability of Seller's proceeds (sometime during the middle of the day).

If the parties include such language as "no later than" or "on or before" the language is irrelevant and cannot be used to compel either party to close sooner than the specified date.

#### Possession Date:

Typically, "possession" is to transfer "on closing". This may not always be realistic if the property is Seller occupied. Discourage early possession, but if early possession must occur, use an early possession rental agreement which has been prepared after 1994 which is a lease agreement (e.g., RENTAL AGREEMENT - BUYER OCCUPANCY PRIOR TO CLOSING - Form 65A (pages 128-129) and part of the PSA and provides for unlawful detainer proceedings in the event of Buyer's default. As an aside, if a lease agreement is part of the PSA, it is exempted from the Washington Landlord Tenant Act. Note that early possession does not entirely shift the risk of a casualty loss to Buyer. Therefore, the Seller needs to maintain homeowner's insurance and be sure their insurance agent is apprised of the pending sale and early possession arrangements to assure that there is no lapse in coverage. Additionally, the Buyer needs to advise their insurance agent that they are taking early possession, as the Buyer's personal property may not be covered by the Seller's homeowner policy. It may be necessary for the Buyer to obtain a special endorsement on their homeowner's policy or a renter's policy in order to protect their personal belongings during the early possession rental period. If possession is to be delivered after closing, remember to specify a per day "rent" charge for each day possession is retained, and use a late possession addendum (e.g., RENTAL AGREEMENT – SELLER OCUPANCY AFTER CLOSING – Form 65B (pages 130-131). Buyer is entitled to receive the keys to the property as of the day of closing even if Seller is to remain after closing. If possession is to be retained more than a few days, a standard residential lease should be entered, as this relationship will be governed by Washington's Residential Landlord Tenant Act.

- Notes: 1) Always explain the difference between signing, closing and possession to your client. Many clients have been upset expecting keys the day they sign their closing documents only to find out they have to sleep in their U-Haul for a day or two until the deal closes.
  - Closing date is a set date, only earlier by mutual agreement of the parties.

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- 3) Always specify a closing date. Never, for example, 30 days after contingencies are met, because what if the contingencies are never met, or delayed for a long time?
- 4) Seller has no obligation to extend beyond the closing date. In fact, if the Seller allows the closing date to pass and by his or her actions indicates they are willing to extend, the time for closing will now be within a reasonable time as a fact finder sees it (estoppel argument).

## 12. Services of the Closing Agent for the Payment of Utilities:

The parties should indicate if the closing agent should prorate the lienable utilities at closing. In most instances, the parties will have the closing agent do this. If so, the parties will execute an **IDENTIFICATION OF UTILITIES ADDENDUM – Form 22K (page 76)** which will identify the utilities for the closing agent.

Practice Tip: The listing broker should consider preparing this form - filling out the utility companies including name and addresses and having the Seller sign it - at the time of listing and placing it in Associated Docs for the Buyer to sign at the time of offer. This information is now available on the parcel information at the County's Website – Scout.

## 13. Charges/Assessments Levied Before but Due After Closing:

There are really three types of assessments:

- Assessments that have been assessed and are due at or before closing. The Seller will likely pay these unless specifically negotiated otherwise.
- 2) Assessments that are pending, but not yet charged or due prior to closing. The Buyer will be responsible for these, but to the extent the Seller is aware of them, the Seller should make full disclosure of them.
- 3) Assessments that have been assessed, but are not due to be paid in full until after closing (e.g., sewer assessment the Seller has been making payments on as part of their utility bill which can be assumed by the Buyer, thus not due to be paid in full until some time after closing). This provision of he PSA will determine who will pay this type of assessment either assumed by the Buyer or prepaid in full by the Seller at closing.

Note: As a buyer's agent, a licensee should NEVER check the "assumed by Buyer" box even if the Buyer is planning to assume say the sewer assessment. In doing so, the buyer has agreed to assume ALL assessments. Rather, the buyer's broker should always check the "prepaid in full by Seller at Closing" and specify elsewhere in the PSA the Buyer is to assume the sewer assessment.

## 14. Seller Citizenship (FIRPTA):

As Buyer (and their broker!) can be ultimately held liable for taxes due on the sale of property if the Seller does not pay them because they are not a taxable entity in the United States, it is incumbent upon the Buyer to determine the Seller's citizenship status early on in the transaction. Closing agents will now routinely have the Seller sign a FIRPTA certification at the time of closing re-certifying this citizenship status. A listing broker may want to have the Seller sign a **FIRPTA Certification** – **Form 22E (page 70)** at the time of listing and provide in Associated Documents to facilitate the checking of this box for the buyer's broker.

#### 15. Agency Disclosure:

Complete agency disclosure requires completion by the selling broker of the information in this provision (i.e., checking the appropriate boxes), as well as identification of the selling and listing firms and brokers at the bottom of page 1 of the PSA.

#### 16. Addenda:

Some contingencies are built into the PSA, such as title marketability. Other contingencies such as financing, inspections, well and septic, etc. are to be described in addenda referenced in Section 16 and attached to the PSA. The buyer's broker should list the addenda by number on the lines provided (e.g., 22A, 22D, 22EF, 22T, 22VV, 35, SAR-SA). This Section is not adequate in space to state the full text of other intended provisions. Otherwise, except as provided by law, Buyer's obligations are not subject to contingencies. Most of the contingencies a Buyer may want to include are set out in the preprinted addenda provided under the statewide set of forms. Occasionally, a contingency may be required to be drafted. If the contingency is legally complex (and many are), the licensee should consider referring the client to an attorney for the drafting of the contingency.

- Drafting Contingencies: Use the appropriate contingency addendum or if necessary draft the contingency on an ADDENDUM/AMENDMENT TO PSA – Form 34 (page 106) and address 7 specific areas:
  - 1. Subject of the contingency.
  - 2. Standard for approval.
  - 3. Who pays for it?
  - 4. Time for satisfaction.
  - Effect of silence what happens if nothing is ever said? Use the silence shall be deemed satisfaction clause ("Silence shall be deemed satisfaction of this contingency.")

- 6. Continued marketing/removal period.
- 7. What happens to the earnest money after termination by Buyer if contingency is not satisfied or waived.

Note: Reminder, even though the Form 17 or 17C is now generally required in the sale of residential properties, as well as land zoned residential, as mentioned earlier, it is **not** to be referenced in the PSA. The SDS is, by law, not part of a PSA. Therefore, it should never be referenced on line 16. As a practical matter, any addenda listed in section 16 must be provided to the lender, and the Buyer and Seller generally never want an underwriter to see the SDS. Similarly, the Buyer Representation Agreement – Form SAR-BR and the Inspector Referral Form – Form 41D which are between the Buyer and their broker and do not involve the Seller should not be listed on the lines in the Addenda provision

#### Signatures and Contact Information:

All information at the bottom of page 1 should be completed. Complete signatures and dates from all parties should be obtained. Addresses, phone numbers and e-mail information are extremely helpful in eliminating unnecessary delays as the transaction progresses toward closing. At a minimum, note the parties' address as certain processes contained in the PSA provisions require deliver of notices to the addresses listed on page 1 of the PSA. Note it is best business practice to fill in both sets of brokers' and firms' emails (total of four email addresses), as well, to take full advantage of email transmission as set out in general term k.

#### GENERAL TERMS (pages 2-5 of the PSA, pages 32-35):

#### a. Purchase Price.

Earnest money is credited to the Buyer at closing. Buyer represents Buyer has sufficient funds to complete the transaction and is not relying on any contingent source of funds, including loans, sale of other property, gifts, retirement funds or future earnings. If the Buyer needs one or more of these contingent sources of funds to complete the transaction, failure to disclose this contingent source of funds means the Buyer takes a risk. In other words, unless the Buyer has the cash in hand, a contingency may be in order. Be sure to advise Buyer that wire transfers or cashier's checks will be needed. Private checks, three party checks, and drafts or warrants will all delay disbursement because of the time necessary to clear the closing agent's trust account. A wire fraud alert provision was added in July, 2019.

PRACTICE TIP: Buyer's broker should ask at this time in reviewing the PSA with the Buyer where the Buyer's funds to close are coming from. In other words, "Buyer, do you have your down payment and closing costs not being covered by the Seller in the bank?" Said differently, "Show me the money!" If not, consider

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drafting a contingency, but at a minimum disclose the contingent source of funds. The **EVIDENCE OF FUNDS ADDENDUM – FORM 22EF (page 71)** can be used for this purpose.

Note the absence of a provision for stating the method of payment of the purchase price. Absent other provisions, the price is to be paid in cash. Commonly included provisions are lender financing (FINANCING ADDENDUM – Form 22A – pages 36-38) or seller financing (SELLER FINANCING ADDENDUM – Form 22C – pages 58-61). Additional payment methods include assumption of existing financing, sales made "subject to" existing financing, wrap around seller/underlying lender combination financing. In these scenarios, the licensee will still use the Payment Terms Addendum Form 22C.

Seller financing terms and instruments are not as standardized and therefor require significant care. To be mutually binding, agreement must be reached in the PSA on all essential terms. Essential terms with regard to seller financing have been determined to include: the principal amount; the interest rate; the date interest commences; the amounts, timing and place for payments; dates and amounts for any balloon payments; final payment dates; rights and/or penalties for prepayment; "due on sale or encumbrance" provisions; grace period and default interest rate provisions. Use of the SELLER FINANCING ADDENDUM – Form 22C will greatly assist in covering the essential terms for financing.

#### b. Earnest Money.

Here are the provisions regarding Buyer's delivery (2 days) and Broker's delivery/deposit (3 days) of earnest money. You will also find the provisions for earnest money deposits in excess of \$10,000 including the right of the holder of earnest money to withhold banking fees from money to be returned to the Buyer. This paragraph also includes instructions to the closing agent: 1) provide written verification of receipt of earnest money and notice of any dishonor of any earnest money check, and 2) instructing the holder of earnest money to commence an interpleader action after going through a very specific process per RCW 4.28.080. The holder of the earnest money can withhold the costs of the interpleader action up to \$500.

#### c. Included Items.

This paragraph lists those items that are included in the sale of the property in addition to the items that were checked on page 1. Note the verbiage "items located in or on the property." The Seller may not swap out the stainless steel appliances for the avocado green ones taken out of a rental property! Note also some generic terms such as window treatments (if it is treating a window it must stay or be excluded) and irrigation fixtures. If any item in this paragraph is leased or encumbered,

the Seller agrees to acquire and clear title at or before closing.

#### d. Condition of Title.

Title is to be "marketable" at closing. This is not the same as absolutely clean or perfect title, but is title which is free from reasonable doubt and one which a reasonably informed and intelligent buyer would be willing to accept. Note the matters which are not considered to render title unmarketable so long as they do not materially affect the value of the property or interfere with Buyer's intended use. Buyer's intended use, therefore, needs to be determined, and the title commitment should be ordered as soon as possible (if not already ordered by the listing broker). Copies of the documents controlling potential use which are not going to be cleared from title, such as CC&R's, restrictions and easements should be provided to the Buyer for review and consideration, especially if the Buyer intends to change the existing structures or use at the property.

Title is to be conveyed via statutory warranty deed (instructions to the closing agent).

#### e. Title Insurance.

The Agreement provides for an ALTA form of Homeowner's Policy of Title Insurance. Herein lies the provision that the Buyer must pay for the cancellation fee if they choose a different title insurance company than the one the Seller has chosen. If the title insurance company will not issue the Homeowner's Policy, the parties agree to the lesser policy of coverage (the Standard Owner's Policy). The title insurance company is to send a copy of the preliminary commitment for title insurance to the brokers and the parties. If title is not insurable, the Buyer's remedy is to terminate the transaction and receive a refund of their earnest money. The Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

#### f. Closing and Possession.

The sale shall be closed by the closing agent on the closing date. If the closing date falls on a Saturday, Sunday, legal holiday, or day when the county recording office is closed, the closing agent shall close the sale on the next business day. Closing is defined in this provision as the day when the transaction is recorded and sale proceeds, if any, are available to the seller).

PRACTICE TIP: Do not use the word "funding" in the PSA paperwork. It is confusing and means different things to different people. Stick with the defined term, "closing."

The PSA obligates the Seller to use best efforts to maintain the property

until Buyer is provided possession. If Seller fails to maintain the property, or if an accident causes material damage, the Buyer may cancel the deal. Insignificant damage is not intended to provide a basis for termination (normal wear and tear). Unfortunately, there is no "bright line" test to determine what is normal wear and tear. In general, however, those are items and conditions which a reasonably prudent person would consider to be significant in deciding whether to enter into or continue with the transaction on those terms would be considered material. If an appliance, system, etc. become inoperative prior to closing, the Seller agrees to repair or replace with an appliance or system of equal quality. A very important right associated with confirming the absence of material damage is the walk through within 5 days prior to possession. This walk through is used to confirm that there is no material damage which was not present when the offer was made or which was previously concealed. This section also provides the Seller will not enter into nor modify any leases or agreements, service contracts or other agreements which affect the property with terms extending beyond closing without the Buyer's consent.

This provision also provides the Buyer and Seller will execute a **RENTAL AGREEMENT - Occupancy Prior to Closing (Form 65A – pages 128-129)** or **RENTAL AGREEMENT - Seller Occupancy After Closing** (Form 65B – pages 130-131) as applicable and contact their respective insurance companies to assure appropriate policies are in place if early or delayed possession is being negotiated.

Finally, this section provides information about the state statutes (RCW 19.27.530 & 43.44.110) governing the Seller's obligation to install carbon monoxide alarms in accordance with the state building code, as well as a smoke detection device and that the brokers and firms are to be held harmless from any claim resulting from Seller's failure to install CO alarm(s) or smoke detector(s) in the property.

#### g. Section 1031 Like-Kind Exchange.

The parties agree in this provision to cooperate with the other party's 1031 Exchange as long as they incur no liability in doing so and if they are reimbursed any costs associated with doing so. Notwithstanding the assignment provision of the PSA, the parties agree to the assignment of the transaction to the exchange facilitator for the purposes of completing the exchange.

#### h. Closing Costs and Prorations and Charges and Assessments.

Seller and Buyer will each pay one-half of the escrow fee unless otherwise agreed or required by government regulations (e.g., VA or FHA loan). Taxes, rents, interest and lienable HOA dues are prorated. Buyer agrees to pay Buyer's loan costs unless otherwise agreed (i.e., a seller

contribution as set out in the **FINANCING ADDENDUM** – Form 22A (pages 36-38)). Be sure to inform the parties of estimated closing costs: the Buyer of their estimated cash to close requirements, and the Seller of their estimated proceeds. Ask to see a copy of the Buyer's Loan Estimate they received from their loan officer. Any delinquencies or encumbrances that will remain after closing (e.g., assumable sewer assessment) shall be brought current by the closing agent. Buyer agrees to pay for remaining fuel in the fuel tank provided Seller gets a written statement as to the quantity and current price thereof from the supplier. Closer shall prorate the lienable utilities per **IDENTIFICATION OF UTILITIES – Form 22K** (page 76).

Buyer is advised to verify the existence of any other charges and assessments that may be charged against the property after closing. Assessments shall be paid pursuant to the provisions set out in Specific Term No. 13.

#### i. Sale Information.

This provision authorizes either listing or selling broker to report the sale to the appropriate MLS. The parties also authorize the affiliate service providers to give information pertinent to the transaction to the brokers. Note, the affiliate service providers may be limited by statute to how much they can disclose (e.g., a lender must not disclose confidential information about the Buyer, and the listing broker will not be entitled to it notwithstanding this provision).

#### j. Seller Citizenship and FIRPTA.

Seller warrants the Seller's citizenship status for US income taxation purposes marked on page 1 of the PSA is correct. Seller agrees to execute a FIRPTA certification (CERTIFICATION UNDER THE FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") – Form 22E (page 70) or similar form) at closing. If the seller is a foreign person (e.g., does not have a US tax identification number of some type), closing agent will hold funds in order to pay appropriate taxes. If not, Buyer (and broker!) may become responsible for the tax liability.

#### k. Notices and Delivery of Documents.

Any notice per the PSA must be in writing. Notice to the Seller must be signed by at least one Buyer and will be deemed to given when received by the Seller, their broker or at their broker's office. Notice to the Buyer must be signed by at least one Seller and is deemed to be given when actually received by the Buyer, their broker or their broker's office. Actual receipt by the Buyer's broker of the Form 17 (SDS), Lead Based Paint Addendum, Public Offering Statement or Resale Certificate, HOA docs pursuant to Optional Clauses Addendum, or a preliminary commitment for title insurance pursuant to the Title Contingency Addendum shall be

deemed delivery to the Buyer. Notices do not require the signature of the other party.

The brokers have no responsibility for notices beyond calling the party or causing the notice to be delivered to the address noted on page 1 of the PSA. Parties are requested to keep their brokers advised of their whereabouts in order to receive prompt notification of notices.

Facsimile (fax) transmission of any notice or document shall be delivery. E-mail transmission of any notice or document (or directly link to such notice of document such as forwarding an AuthentiSign email with a link to the final version) shall constitute delivery when:

1) the email is sent to both the brokers' and their firms' emails listed on page 1 of the PSA; or

2) the receiving broker sends written acknowledgement of receipt of the email even if it is not delivered to the firm email.

Practice Tip: It is still best business practice to email documents and notices to both the firm and the broker emails because if the receiving broker does not give you written verification of receipt, you have not accomplished delivery if not delivered to the firm, also.

In either scenario (fax or E-mail) The parties agree to sign an original if requested by either party or the closing agent.

#### I. Computation of Time.

Time periods begin the day after the event commencing the time period (do not count the trigger date) and expire at 9:00 pm of the last calendar day of the specified time period. Except for the possession date, if the last day is a Saturday, Sunday or legal holiday (defined in RCW 1.16.050), the time period shall then expire on the next business day (e.g., if the 10th day of the home inspection period falls on a Saturday, Sunday or legal holiday, the Buyer has until Monday at 9:00 pm to provide their inspection notice). Any period of time 5 days or less shall count only business days. If the parties agree that an event will occur on a specific calendar date, the event shall then occur on that date except closing which will occur on the next business day if the calendar date is a weekend day, holiday or day when the recording office is closed.

If the parties attach the legal description (Exhibit A) after mutual acceptance, mutual acceptance will nonetheless be the date the mutual acceptance of an offer or counteroffer was delivered.

"Time is of the essence" is a very significant provision in written contracts meaning that the times and dates specified in the contract must be observed with specificity. Even minor deviations or delays do not have to

be accepted or tolerated by the other parties. The contract will be subject to modification by the conduct of the parties, however, if the time lines are not honored and the parties demonstrate by their actions that the deadlines are not intended to be given effect. The risks and consequences to the parties in not observing and adhering to stated dates (including extending dates by addendum when required), can be severe.

#### m. Integration and Electronic Signatures.

Specifying that the PSA is fully integrated is intended to mean that there are no agreements or understandings outside of the written provisions of the PSA. However, this clause is intended to make it clear that all prior negotiations and information (including the MLS data sheets, flyers, etc.) are replaced by the PSA. Be sure to act in a manner which is consistent with this requirement and document and incorporate understandings and agreements into the PSA. This provision affords some protection to parties from purported oral agreements and understandings which were not made part of the Agreement, but also penalizes careless parties who forget to list significant oral agreements and understandings which the parties have reached.

This provision also allows for signatures in electronic form to have the same legal effect and validity as a handwritten signature.

#### n. Assignment.

The Buyer may not assign the agreement without the Seller's consent unless the parties have agreed to an "and/or assigns" clause. Note, if the Seller does not want to sell to someone (e.g., feuding farmer scenario), they should not accept and and/or assigns clause as they will be "stuck" with the assignee. Similarly, if the Buyer knows they will want to assign the contract to someone (e.g., a parent buying a house for a child where the child may or may not be on the loan), then they should include an "and/or assigns" clause lest the seller withhold consent and then they are on the hook to buy the property.

A real estate broker who signs the PSA, but reserves the right to assign is taking the responsibility of a party as of the time of acceptance, a greater risk than the broker may appreciate. As an alternative, the person signing the PSA may act as a nominee - a limited agent for a specific purpose. If the buyer is acting as nominee, this should be specified (e.g. "Jonathan Q. Doe, as nominee on behalf of an undisclosed principal, with no liability to nominee.") Note that there is more risk in acting as a buyer with the right to assign than as a nominee acting on behalf of a principal.

#### o. Default.

If the Forfeiture of Earnest Money box was checked on page 1, the only remedy to the Seller in the event of Buyer's default is the forfeiture of earnest money up to 5% of the sale price. If the election of remedies box was checked, in the event of Buyer's default the Seller may 1) keep the earnest money as liquidated damages, 2) sue for actual damages, 3) sue for specific performance, or 4) pursue other remedies available at law or equity.

#### p. Professional Advice and Attorney's Fees.

Buyer and Seller are advised to seek the advice of an attorney and CPA. Should they do so, they will pay the costs of such review. However, if either party sues the other concerning this agreement, or if a party holding the earnest money commences an interpleader action, the prevailing party is entitled to reasonable attorney's fees and expenses.

#### q. Offer.

Seller has until the offer expiration date to accept the Buyer's offer unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by the Buyer, their broker or at the office of their broker. If the offer is not accepted within the offer expiration time period, the offer lapses and the earnest money is refunded to the Buyer.

#### r. Counteroffer.

Any change in the terms presented in the Buyer's offer shall be considered a counteroffer (with the exception of the insertion of or change to the Seller's name or warranty of citizenship status). Buyer has until the offer expiration date to accept the Seller's counteroffer unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by the Seller, their broker or at the office of their broker. If the counteroffer is not accepted within the offer expiration time period, the offer lapses and the earnest money is refunded to the Buyer.

#### s. Offer and Counteroffer Expiration Date.

If no date is specified, the offer or counteroffer shall expire 2 days after the offer or counteroffer is delivered unless sooner withdrawn.

#### t. Agency Disclosure.

The parties authorize the designated broker to be a dual agent in in-house dual agency transactions. The parties authorize the broker and designated broker to both be dual agents in pure dual agency transactions. The parties acknowledge receipt of the pamphlet, "The Law of Real Estate Agency." Good practice encourages having the Agency Law Pamphlet signed by the Buyers and Sellers, as well, though is not required.

#### u. Commission.

The parties agree to pay the commission in accordance with any commission agreement to which they are a party. The listing firm shall

split the total commission with the selling firm per the listing agreement. The parties consent to the firms receiving compensation from both parties. The parties agree the closing agent shall pay the commission at closing out of their funds or proceeds. In any action to enforce the commission, the prevailing party is entitled to receive attorney's fees and expenses. The parties agree that the licensees are third party beneficiaries to this transaction.

Commission is generally to be controlled by the listing agreement and the advertised share to be paid to cooperating selling brokers. Requested deviation from the advertised share should only be requested in unusual situations and must be agreed upon between the brokers (to do otherwise may constitute a violation of the MLS Agreement and ethics violation).

Note: Under the Agency Law, if a licensee is acting as a dual agent, full disclosure of compensation (paid by all parties) must be made. The only place for the buyer's agent to make this disclosure is on the **BUYER REPRESENTATION AGREEMENT – Form SAR-BR (pages 7-8)**.

#### v. Cancellation Rights/Lead-Based Paint.

If a residential dwelling was built on the property prior to 1978, and the Buyer receives the **DISLCOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** – Form 22J (pages 74-75) after mutual acceptance, the Buyer has the right to rescind the transaction for 3 days after receipt of the Form 22J. Don't forget to give the Buyer the Lead-Based Paint Pamphlet, as well.

#### w. Information Verification Period.

Buyer shall have 10 days after mutual acceptance to verify all the information from the Seller or listing licensee related to the property. Buyers should be encouraged to take advantage of this opportunity. Discovery within the investigation period that information provided in marketing the property was inaccurate may provide a basis for terminating the PSA.

#### x. Property Condition Disclaimer.

Buyer and Seller agree that information comes from the parties, not any broker. Parties are responsible for performing their obligations, not the brokers. The brokers are not required to independently investigate or confirm information from the parties unless they agree to do so in writing. If the broker agrees to conduct an independent investigation it should be spelled out specifically in a separate addendum and referenced on an addendum (e.g., "Selling Broker will contact health district to request information on whether property is hooked to sewer and provide response to Buyer."). Note that the broker is not claiming to be the source of the information or the expert who assesses its significance. None of these provisions mean that the brokers are relieved of their duties to note and disclose adverse material facts which become known to them and which are not apparent or readily ascertainable.

Brokers do not guarantee the value, quality or condition of the property. The provision goes on to point out things may be defective with the property, brokers do not have expertise in finding these items, and the Buyer is advised to retain the services of an inspector qualified to find these defective products, materials or conditions. Brokers may assist in locating and selecting these third party service providers, but brokers cannot guarantee or be held responsible for these service providers.

FINANCING ADDENDUM – Form 22A (pages 36-38): Use on all transactions where the Buyer will be obtaining lender financing (versus cash transaction or Seller financed).

## 1. Loan Application/Waiver of Contingency.

Identify the type of financing the Buyer will be obtaining (all that are possible if it is unknown at the time of offer). Fill in the blank regarding the Buyer's down payment, as well.

PRACTICE TIP: If the Buyer does not know how much they are going to put down (e.g., they have 20% down, but may choose a lesser down payment financing option), write "up to 20%" giving the Buyer the right to do less. Do not write "as lender requires" as this binds the Buyer to whatever the lender requires (e.g., "We can give you a loan, but you will need to put 50% down!").

Note: If the Buyer is receiving FHA financing, do not forget to have them initial and date the FOR YOUR PROTECTION: GET A HOME INSPECTION – Form 22F (page 72). There is no initial and date line, so create one.

Buyer will make loan application within the negotiated time frame (so many days after mutual acceptance).

If the Buyer fails to make application for financing within the agreed upon time, changes the type of loan or lender without the Seller's prior consent the financing contingency is deemed waived. A waiver under this paragraph will also waive the low appraisal provisions. Buyer should use the LOAN/LENDER CHANGE ADDENDUM TO PSA – Form 22AC (page 40) to gain Seller's consent if a change of loan type or lender is needed. "Application" and "lender" are defined in this provision.

## 2. Loan Information.

The Seller may make a request of the Buyer, just once, after the negotiated time period, for the Buyer to provide to the Seller the Loan Information Notice which will give a status update of the Buyer's loan. If

the Buyer fails to provide the Loan Information Notice, the Seller's right to termination in section 3 is accelerated. **REQUEST FOR LOAN INFORMATION – Form 22AL (page 43)** and **LOAN INFORMATION NOTICE – Form 22AP (page 44)** should be used to facilitate this loan information provision.

## 3. Seller's Right to Terminate.

Seller has a right to give a Right to Terminate Notice after the agreed upon time frame. This is the "no bug by the Seller" time frame. After the agreed upon time, the Seller may give the Right to Terminate Notice (otherwise known as the "fish or cut bait" provision). If the Buyer does not waive the financing contingency within 3 days after such notice is given, the Seller may then elect to terminate the agreement in which case the Buyer will be given a refund of the earnest money.

FINANCING CONTINGENCY NOTICE – Form 22AR (page 46) shall be used to provide notice of intent to terminate and all other required notices.

## 4. Loan Cost Provisions.

The Buyer may ask the Seller to contribute toward the Buyer's loan costs. For FHA/RD and VA loans, the Seller contribution shall **include** any nonallowable costs including Buyer's closing agent fee on a VA loan and if the non-allowables are more than the amount requested, the Seller will pay them nonetheless. If the box is checked at the end of this provision, the Buyer shall pay the Buyer's share of the escrow fee for a VA loan as Buyer may pay no more than 1% of the amount of the loan.

## 5. Earnest Money.

If Buyer has not waived the contingency and is unable to obtain financing after a good faith effort, then the agreement shall terminate and the earnest money shall be refunded to the Buyer if the Buyer provides a decline letter from the lender that states: 1) the date of application, 2) that Buyer had sufficient funds to close the sale and 3) the reason the Buyer's application was declined. If the Seller terminates under the "fish or cut bait notice" no such letter is required to refund the earnest money to the Buyer.

## 6. Inspection.

Seller will permit any inspections required by lender, but is not obligated to pay for such inspections.

## 7. Appraisal Less than Sale Price.

If the appraisal is less than the sale price, the Buyer shall notify the seller within 3 days of notification of the low appraisal (including with that notice a copy of the appraisal). Seller has 10 days after notification to either reduce the price of the house, pay for a new appraisal (the new appraiser

must be approved by the lender), propose a compromise (e.g., reduce the price to an amount more than the appraised amount in which case the buyer will pay the balance in cash) or give notice or rejection of that low appraisal. Buyer may then either waive the contingency or terminate the transaction in which event the earnest money will be refunded to the buyer. Buyer should use the **NOTICE OF LOW APPRAISAL – Form 22AN (page 45)** to begin the process of working through the low appraisal provisions of this contingency.

## 8. FHA/VA/RD Appraisal Certificate.

If the agreement is contingent upon government insured financing, the buyer shall not be obligated to purchase if they do not receive a statement setting forth the appraised value. The purpose of the appraisal is to determine the maximum value the government will insure and does not warrant the condition or value of the property. Seller and Buyer shall also execute a document setting forth the prior provision known as the amendatory clause as required by the lender.

#### 9. Extension of Closing.

In the event a) the APR varies from the APR initially disclosed to buyer in the Good Faith Estimate provided by the lender by .125% or more in a fixed rate loan or .250% in an adjustable rate loan, b) there is a change in the loan product or c) there is an addition of a prepayment penalty, the Closing Date shall be extended for up to four (4) days to accommodate the requirements of Regulation Z of the Truth in Lending Act upon notice from the buyer.

<u>APPRAISAL ADDENDUM – Form 22AA (page 39):</u> Stand alone appraisal provisions to be used for example with a cash buyer who still desires an appraisal. These low appraisal provisions mirror the low appraisal provisions in the **Financing Addendum**.

**LOAN/LENDER CHANGE ADDENDUM – Form 22AC (page 40):** This is the form the Buyer will use to gain the Seller's consent to a change in the type of loan or the lender per the **Financing Addendum**.

**INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM – Form 22AD (page 41):** In this addendum, the Buyer contemplates a low appraisal, lets the seller know that they will pay the additional cash necessary to make up the difference between the appraised value and the purchase price (up to a negotiated amount). This addendum replaces the "Appraisal Less Than Sales Price" provision in the **Financing Addendum**. Notices that need to be given with regard to this addendum shall be given using the **Notice for Increased Down Payment for Low Appraisal Addendum – Form 22ADN (page 42).**  <u>REQUEST FOR LOAN INFORMATION – Form 22AL (page 43)</u>: This is the form the Seller will use to request an updated of the Buyer's loan status per Section 2 of the Financing Addendum.

**LOAN INFORMATION NOTICE – Form 22AP (page 44):** This is the form the Buyer will use to respond to the Seller's **Request for Loan Information – Form 22AL** whereby the Buyer discloses the following: 1) the date the Buyer made application, 2) the name of the lender, 3) the information the Buyer has provided to the lender thus far in the process and 4) a warranty the Byer has provided all information that has been requested of the the Buyer.

**NOTICE OF LOW APPRAISAL – Form 22AN (page 45):** This is the form the Buyer and Seller will use in navigating the low appraisal provisions of the **Financing Addendum** including the Buyer's Notice (accompanied by a copy of the appraisal), the Seller's response and the Buyer's reply.

FINANCING CONTINGENCY NOTICE – Form 22AR (page 46): This is the form the Seller would use to initiate the right to terminate notice per section 3 of the Financing Addendum, as well as the Buyer's potential waiver and Seller's potential notice of termination.

<u>LIMITED WAIVER OF FINANCING CONTINGENCY ADDENDUM – Form</u> <u>22AW (page 47):</u> Use if Buyer wishes to waive the financing contingency with the exception of the low appraisal provisions.

BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY – Form 90H (page 48): Use if Buyer wants to waive their financing contingency (e.g., on

competing transactions where Buyer must disclose they are getting a loan, but wishes to waive the contingency to strengthen their offer).

BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE) – Form 901 (page 49): Send with denial letter from lender in order to receive a refund of earnest money per the Financing Addendum – Form 22A paragraph 5.

BUYER'S SALE OF PROPERTY ADDENDUM – Form 22B (pages 50-51): Use if Buyer has a property to be sold before closing on the Seller's property.

- 1. Contingent on Sale of Buyer's Property. The Buyer will use this contingency addendum if they have not yet sold a property that they need to sell in order to buy the Seller's property. The form creates a contingency period during which the Buyer must sell their property otherwise the transaction will terminate the earnest money be refunded to the Buyer.
- When Seller's Consent is Required on Sale of Buyer's Property. Seller's consent is required if the Buyer desires to accept an offer on their

property which is contingent on the second buyer's sale of their property or if the closing of the Buyer's property will be outside of a 30-60 day window.

- Loan Application. Buyer and Seller will negotiate when the Buyer's time period for loan application will start (either after mutual acceptance or after satisfaction of this contingency).
- 4. Property Remains on Market (continued marketing provision). The Seller shall continue to market the property to find another offer that might replace the Buyer's offer. If the Seller receives an offer they accept, the Seller shall give the Buyer the BUMP NOTICE (Notice that Seller Has Accepted Another Offer) Form 44 (page 52) after which the Buyer has the negotiated time period to waive or satisfy the contingency (the bump period). Buyer's response shall be on the BUMP RESPONSE Form 46 (page 53). In the Bump Response, the Buyer has three options: 1) giving notice the contingency is satisfied and the Buyer's property has sold, 2) waiving the contingency because the Buyer's property has not sold, but the Buyer desires to move forward anyway or 2) terminating the agreement because the Buyer's property is not sold and the Buyer is not prepared to move forward.
- 5. Contingency Satisfied. Buyer shall give the Seller notice within 2 days of entering into an agreement (satisfied the contingency) using the CONTINGENCY PROPERTY NOTICE Form 90K (page 54) and shall send a copy of the PSA for the sale of their property. If the Buyer's property sells, the closing of the transaction will be 3 days after the closing of the contingency property (thus the requirement for the Seller's consent to a deal that will close outside of the 30-60 day window). If the Buyer waives this contingency (e.g., after a bump notice is given), the Buyer waives all other contingencies that are part of the transaction (including financing and inspection) and the closing shall occur 30 days after the date of the buyer's waiver.
- 6. Buyer's Property Failure to Close. If the contingent property sells, but that transaction fails, Buyer shall give the Seller notice within 2 days. If the Buyer does not give this notice in a timely manner, then Buyer shall be in default and the default and attorney's fees provisions shall apply. If there is time remaining on the original contingency period, the contingency will be reinstated. If not, the agreement will terminate and earnest money refund to the Buyer or the Buyer has the option to waive the contingency and move ahead and close. The closing shall then be 30 days after buyer's notice of the waiver. If the property is new construction, the closing may be delayed until a certificate of occupancy is granted.

- <u>Closing Date.</u> The closing dates in this contingency supersede the closing date in the PSA.
- 8. Other. Buyer and seller may negotiate other provisions here such as delaying time frame for home inspection, etc.

<u>CONTINGENCY PROPERTY NOTICE – Form 90K (page 54):</u> Use to transmit notice that Buyer's contingency property has sold, or that the sale failed to close and whether Buyer intends to terminate the agreement or reinstate the contingency or waive the contingency. Again note such a waiver will waive all remaining contingencies (e.g., inspection and financing), as well. This is also the form a Seller will use in dealing with a second/bump Buyer.

## BUYER'S REQUEST FOR SELLER'S CONSENT - CONTINGENT SALE -

**Form 90L (page 55):** Use to transmit any notices required or permitted in the Sale of Buyer's Property Contingency Addendum such as Seller's consent to a delayed closing, etc.

#### BUYER'S PENDING SALE OF PROPERTY CONTINGENCY ADDENDUM -

**Form 22Q (page 56):** Use if the Buyer has already sold their home, but that sale has not yet closed. The provisions in this contingency are very similar to the provisions of Form 22B except the Seller shall have NO continued marketing rights under this contingency.

## BUYER'S PENDING SALE CONTINGENCY NOTICE - Form 90U (page 57):

Use to transmit notice that the pending sale has failed and whether Buyer will waive contingency or transaction will terminate and earnest money be refunded to Buyer.

<u>SELLER FINANCING ADDENDUM – Form 22C (pages 58-61)</u>: Use this addendum any time all or any portion of the purchase price is to be financed by the Seller. All material terms for the method of paying the total purchase price must be contained in the PSA. Failure to agree upon material terms may render the PSA unenforceable in the event a party has a change of heart.

#### 1. General Terms: This section covers such general issues as:

- A. the use of the property (residential dwelling)
- B. the Washington State DFI waiver that may or may not be required
- C. the use of Limited Practice Board (LPB) forms that shall be attached to the Agreement as a blank form
- D. Buyer and Seller should seek counsel of and attorney to review the terms of the Agreement with a negotiated time frame for written notice of disapproval from either side to the other. If Buyer and Seller agree to unique terms, they shall have their respective attorneys review the Agreement. There is then an affirmative duty

to give notice of approval from both sides, otherwise the transaction terminates and earnest money is refunded to the Buyer.

- E. Seller understands Seller's security interest in the Property may be inferior to a third party's interest in the Property, such as a prior lender.
- 2. Payments to Seller and Method of Payment: This provision spells out the Buyer's down payment, interest rate and when interest starts accruing (on closing or other), payments to the seller and whether the parties will execute a promissory note and deed or trust or a real estate contract.

Sellers should be very cautious of transactions in which the Buyer is putting no money down (these are very risky), and extremely reluctant to consider a transaction in which the Buyer is actually getting a loan in first position which, when combined with the Seller financed amount, will exceed the purchase price (the Seller is unsecured on a portion of their "loan" and is taking a great risk that at least a portion of the purchase price will not be received).

The interest rate must be specified. If this is a private consumer transaction (i.e., Buyer is purchasing for personal or family use), the maximum interest rate will probably be governed by usury laws (the maximum interest rate a private Seller may charge under these statutes is 12% except in periods of time when interest rates are extremely high, such as during the early 1980's). If the transaction is not governed by usury limitations, Sellers still need to consider some fairness limitations under doctrines used by courts, including procedural and substantive unconscionability rules.

Promissory Note and Deed of Trust: In general, if the property is subject to existing encumbrances which are not to be paid at closing, use the same type of instrument for the junior encumbrance as that which was used for the existing obligation. If Seller is to carry back financing in second position behind a third party lender, a note and deed of trust will be required because the lender will not give a loan to a Buyer who is not in title;

These provisions also specify: security, agreement to use LPB Form 28A, Deed of Trust LPB Form 22 or 22A, due date, default and default interest, prepayment and no further encumbrances.

Real Estate Contract: Or the parties may agree to a real estate contract. Acreage which is used primarily for agricultural purposes should be sold on contract - deeds of trust covering farm land cannot be foreclosed nonjudicially in Washington. In the event of Buyer default, real estate contracts can generally be forfeited more quickly than deeds of trust can be non-judicially foreclosed.

#### 3. Assumed Underlying Obligations and Method of Payment:

- Buyer shall assume the noted obligations (optional provision).
- B. If consent of the holder of the underlying obligation is required, this provision shall control.
- C. Seller wrap of existing loan provisions (optional).
- D. Cash down to existing loan provisions including type of loan, loan amount and payments, seller warranty that the loan is assumable, Buyer review period and seller review period (optional).

#### 4. Other Terms:

The remaining checkbox provisions are designed to cover the items declared to be material terms in seller financing by Washington court decisions. One item which should always be stressed and recommended is the use of an escrow contract collection account - the service provided is very well worth the expense (see provisions in A which include agreement upon a collection account, escrow provisions, taxes and insurance).

Note under paragraph B, the Seller has the option (if the box is checked and negotiated between the parties) to approve the credit report of the Buyer. This section allows the Seller to be aware of their right to check into the creditworthiness of a potential Buyer to whom they are being asked to extend credit.

Finally, under paragraph C, the Buyer shall pay the cost of a lender's standard title insurance policy insuring the Seller's security interest and pay for the extended policy as long as the cost of the policy doesn't exceed 10%.

#### COMMON INTEREST COMMUNITY ADDENDUM - Form 22CIC (page 62): to

be used if the property is in a common interest community.

Identifies the property is in a common interest community and the Seller will provide a Public Offering Statement or a Resale Certificate whichever is applicable.

# COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

From 27CIC (page 63-66): to be provided to the Buyer if the property is in a Common Interest Community prepared by the association's officer or its authorized agent.

The CIC Resale Certificate covers such topics as: right of refusal/restrains on alienation; assessment, delinquent assessments; delinquent association obligations; fees; anticipated expenditure, repairs or replacement cost; reserve study; unsatisfied judgments and legal actions; insurance; existing uses, alterations or improvements; declarant; environmental, health and building code; leasehold estate; restrictions on amounts upon sale; pending sales or encumbrance of common elements; restrictions on use, occupancy and lease; warranties and warranty claims; age restrictions and exhibits.

<u>OPTIONAL CLAUSES ADDENDUM – Form 22D (pages 67-68)</u>: Use on all transactions of all property types. This addendum covers many helpful provisions for the parties as well as the licensees in the transaction. Do not forget to check the box if the parties want to include the provision as part of the agreement.

- Square Footage/Lot Size/Encroachments. (always check)
   A clause that protects the brokers by reminding the Buyer that the brokers are making no representations regarding square footage of improvements, lot size, boundaries, encroachments, etc. and Buyer should do their own due diligence to confirm such information to their own satisfaction.
- 2. Title Insurance. (rarely, if ever check either box)

This provision points out that the Buyer and Seller have already agreed to the homeowner's insurance provision in Form 21. The parties may agree that the parties may elect to choose either the Standard Form Owner's Policy of Title Insurance or the Extended Coverage Title Insurance. In that event the Buyer will be responsible for the additional premium and any survey as required by the insurance company. This would be used mostly with commercial transactions. Note: It is likely that the Buyer will rarely, if ever, check either box.

- Note: Three types of insurance coverage:
  - 1) owner's policy (least expensive),
  - 2) homeowner's policy (the premium will be approximately 10% more expensive than the owner's policy), and
  - 3) extended coverage (most expensive).

The PSA calls for the middle coverage (homeowner's policy). Most likely, the default coverage is appropriate for most if not all situations.

#### 3. Seller Cleaning. (always check)

Instruction to the seller to clean the interiors of any structures and remove all trash, debris and rubbish from the property prior to Buyer taking possession.

4. Personal Property. (always check)

Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any items left by the Seller thereafter become the possession of the Buyer to do with as he or she pleases (keep, sell, dispose of, etc.). 5. Utilities. (always check)

Buyer should check off those utilities they believe the property is served by. Seller should counter if the Buyer's assumptions are incorrect.

- 6. Insulation New Construction. (check if new construction only) Seller/builder shall disclose the type, thickness and R-Value of the insulation in the walls and ceiling, as well as any other insulation data.
- 7. Leased Property Review Period and Assumption. (check if applicable) Buyer acknowledges that Seller leases the checked box items (propane tank, security system, satellite dish and operating equipment, or other). Seller shall provide Buyer a copy of the lease within the negotiated time frame. Buyer has the negotiated time frame to disapprove of the leases otherwise, the lease(s) shall be assumed by the Buyer at closing and hold the Seller harmless from and against any further obligations. Caution, however, all such leases may not be assumable and this should be determined as soon as possible.
- 8. Homeowner's Association Review Period. (check if property is located within a homeowner's association) Seller shall provide to Buyer the following documents (if available) within the negotiated time period following mutual acceptance; 1) rules & regulations including architectural guidelines, 2) bylaws, covenants, conditions and restrictions (CC&Rs), 3) Association meeting minute for the past 2 years, 4) board of director meeting minutes for the past 6 months, and 5) financial statements for the prior 2 years and current operating budget.

Buyer has the negotiated time period to review the documents provided by seller (or consider if no documents are provided at all). If Buyer does not give notice of disapproval, then the HOA review period is deemed satisfied. If Buyer disapproves in writing, then the agreement is terminated and the earnest money is refunded to the Buyer.

#### 9. Homeowner's Association Transfer Fee.

The parties will negotiate who will pay the transfer fee if one is to be charged by the HOA.

#### 10. Excluded Items. (check if applicable)

If the Seller intends to keep any items (e.g., dining room chandelier, master bedroom curtains or Aunt Millie's prized rose bush in the front yard), this is the place to exclude those items. Note Seller shall repair any damage caused by the removal of such items (e.g., holes in the wall left by removing the flat screen television and mounting hardware).

#### 11. Home Warranty. (check if applicable)

Acknowledgement by both parties that home warranty plans are available that provide additional protection and benefits to both Buyer and Seller. Buyer may choose to order a one-year home warranty and then designate the home warranty provider and options, as well as ask Seller to contribute to the payment for such warranty.

## 12. Other (otherwise known as the mini Form 34 – blank addendum).

(check if adding provisions) - Examples of other optional clauses:

- Seller may terminate this agreement if the Buyer's spouse does not sign quit claim deed within 5 days of mutual acceptance.
- Seller to have carpets professionally cleaned and shall provide invoice of such prior to closing.
- 3) Agreement is subject to Buyer's 1031 Exchange.
- Disclose if one of the brokers is related to one of the parties (e.g., Listing Broker is related to Seller).
- 5) Disclose if one of the parties is a licensed broker (e.g., Buyer is a licensed real estate broker in the state of Washington).

BUYER'S NOTICE OF TERMINATION (HOMEOWNERS' ASSOCIATION REVIEW – FORM 22D) – From 90W (page 69): This is the form a Buyer would use to give notice of termination after reviewing the HOA information (or realizing that none may be forthcoming) and making demand for refund of earnest money.

FIRPTA CERTIFICATION – Form 22E (page 70): This is a form a closing agent will use if the Seller is not taxable entity in this country to make sure to comply with federal tax laws (Section 1445 of the U.S. Internal Revenue Code) that a Buyer of a U.S. real property interest must withhold tax if the Seller is a foreign person unless one of the exceptions in the Act applies.

**EVIDENCE OF FUNDS ADDENDUM – Form 22EF (page 71)**: This form should be added to all transactions so that Buyer's offer is contingent upon Buyer providing evidence of Buyer's funds to close (not just on cash transaction, but proof of Buyer's down payment, as well). This form is also used to disclose a contingent source of funds, but be clear, this does not create a contingency that the Buyer will receive those funds, but rather, simply discloses the contingent source of funds so as to not be in default of the "Buyer represents Buyer has sufficient funds to close and is not relying on any contingent source of funds" provision in general term a of the PSA.

#### FOR YOUR PROTECTION: GET A HOME INSPECTION – Form 22F (page

**72)**: Use if the Buyer is obtaining FHA financing. This form informs the Buyer of the difference between a home inspection and an appraisal and encourages the Buyer to conduct a home inspection by selecting a trained professional home inspector.

FOR SALE BY OWNER ADDEDNUM – Form 22FSBO (page 73): Use if Buyer is purchasing a For Sale By Owner property. Used to protect the Buyer to ensure this is not a distressed property by the Seller representations below:

- Distressed Home: Seller must check a box that the property is or is not a distressed home. Distressed home is defined as an owner occupied, 1-4 units where the Seller 1) is in process of foreclosure or in danger of foreclosure because Seller (a) has defaulted on a mortgage or (b) is at least 30 day's delinquent on a loan secured by the property or (c) Seller is likely to default on such mortgage or loan within 4 months due to lack of funds; or 2) at risk of loss due to non-payment of taxes.
- Closing Date is Not Within 20 Days of a Foreclosure Sale: Seller warrants the closing date is not within 20 days of a advertised or docketed foreclosure sale.
- 3. Possession Date: Possession date shall be the closing date.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS – Form 22J (pages 74-75): Use if any dwelling on the property was built prior to 1978. Make sure the form is completely executed with all appropriate boxes checked and all signatures, initials and dates completed by the Seller, the Buyer, and the licensees.

**IDENTIFICIATION OF UTILITIES – Form 22K (page 76):** Use on all transactions unless waiving the services of the closing agent to prorate the lienable utilities. Listing licensee should complete this form at the time of listing and make available to the buyer's agent in the MLS associated docs along with the Exhibit A, SDS, LBP, SAR-SA, etc. The buyer's broker should generate this addendum if it is not available prior to drafting the offer, and the Seller/listing broker should then fill out the information for the closing agent.

**LEASE REVIEW ADDENDUM – Form 22L (page 77)**: Use if selling multi-family property. This form makes the Buyer's offer contingent upon the Buyer's review and approval within the negotiated time frame of the leases, books, records and agreement to be provided by the Seller within the negotiated time frame. It also provides that Buyer is solely responsible for obtaining required consents to assume any such contracts. Deposits and rents will also be prorated to delivered to the Buyer at closing.

LAND AND ACREAGE ADDENDUM – Form 22L&A (pages 78-81): Use if the transaction involves raw land or homes with acreage. The acknowledgements and available contingencies will eliminate many of the common mistakes and oversights which occasionally arise after closing land transactions. The first page of the addendum is information for the Buyer. It references issues that are unique to land and acreage such as:

- 1) feasibility and desirability of the property for Buyer's intended use
- 2) boundary lines and surveys
- 3) perc tests
- 4) well tests for quantity and quality
- 5) special tax classifications
- 6) timber cruises
- 7) on-site sewage disposal systems
- 8) additional test or inspections that may be required
- existing leases or rental agreements
- 10) seller's right to harvest crops

Page 2 creates contingencies unique to land & acreage including:

- 1) survey
- 2) perc test
- 3) on-site sewage system pumping and inspection
- 4) water quality test
- 5) water quantity test (Buyer may make offer contingent on well producing at a specific level during a 4 hour draw down test)
- 6) timber cruise

The contingencies are invoked by checking the box that either the Buyer or Seller shall pay the costs of such contingencies. Also, note an amount of time for completion of such contingencies may also be negotiated.

The next two pages contain optional provision for land and acreage transactions including: feasibility study, irrigation and water, assignment and assumption of leases, attorney review, accessories, CRP program, document review period, additional inspections, and tax designation issues.

#### MANUFACTURED HOME ADDENDUM (Title to Be Eliminated) – Form 22MH

(page 82): Use with manufactured homes that are on their own land (not on leased land in a park) being purchased in the transaction via the Form 21. The form deals with issues unique to manufactured homes such as the property description of the manufactured home, title elimination issues and the Department of Labor & Industries compliance inspections. For manufactured homes on leased land, use the **Manufactured Home PSA – Form 23**.

ATTORNEY REVIEW ADDENDUM – Form 22RA (page 83): Use if either party or both would like to make their offer contingent upon an attorney's review of the agreement.

WELL ADDENDUM – Form 22R (page 84): Use if property is served by a well and the parties are not using the Land & Acreage Addendum – Form 22L&A.

The provisions include number of connections, Seller representations, well documents review period, a well inspection contingency and local regirements.

Buyer may terminate the agreement by disapproving the well report by using the **BUYER'S NOTICE OF TERMINATION (WELL ADDENDUM)** – Form 90X (page 85).

<u>SEPTIC ADDENDUM – Form 22S (page 86):</u> Use if property is served by an on-site sewage system (OSS) and the parties are not using the Land & Acreage Addendum – Form 22L&A. The addendum addresses what type of OSS (private or shared), seller representations, maintenance records, county or city inspection requirements, inspection and pumping of the OSS and the Buyer's right to attend the inspection and the OSS inspection contingency.

Buyer may terminate the agreement by disapproving the septic report by using the **BUYER'S NOTICE OF TERMINATION (SEPTIC ADDENDUM)** – Form 90Y (page 87).

<u>SHORT SALE ADDENDUM – Form 22SS (page 88):</u> Use on any transaction that will be a short sale. The form defines short sales, provides that the transaction is contingent upon lender approval of the short sale and Seller's acceptance of any lender terms, how the Seller will deal with multiple offers, when the Buyer may terminate the transaction, how time will be computed for specific contingencies, the implications of the short sale and that **NOTICE PURSUANT TO SHORT SALE ADDENDUM - Form 90SS (page 89)** will be used for all notices having to do with the short sale contingency.

**TITLE CONTINGENY – Form 22T (page 90):** Use on all transactions. This addendum makes the agreement conditioned on the Buyer's review of the preliminary commitment for title insurance. Buyer is to obtain the easements, CC&R's, etc. and determine that they are consistent with the Buyer's intended use. Buyer has the negotiated time period from either mutual acceptance or receipt of the prelim (whichever box is checked) to give written notice of the disapproval and reasons therefore. Buyer may disapprove exceptions that are contained in the prelim, but may not object to matters not contained therein. E.g., Buyer hopes the property is served by a view covenant which does not show on the prelim. Buyer may not object because something they hoped would be there is not.

Seller shall have the negotiated time period after receipt of the Buyer's notice of disapproval to give notice that the Seller will clear all disapproved exceptions and shall have until closing to do so. If not, the Buyer may terminate the transaction and receive a refund of the earnest money. Buyer may not sue for damages or specific performance. For example, Buyer incurred \$2,000 in costs having contractor and engineer come out to check out the property to determine where they will build the house. The prelim reveals an easement across the property

where the Buyer wants to build. If Seller cannot get the easement cleared, Buyer may walk and get earnest money back, but Buyer cannot sue for the \$2,000 in costs or force the Seller to clear the easement.

If Buyer receives a supplemental title report that discloses new exceptions, the times periods in this contingency shall repeat.Seller must still provide marketable title.

<u>TITLE CONTINGENCY NOTICE – Form 90T (page 91):</u> Use this form to negotiate the Form 22T title insurance contingencies: Buyer's notice of disapproval of title exceptions, Seller's response to notice of disapproval of title exceptions, and Buyer's notice of termination.

HOMEOWNER INSURANCE ADDENDUM - Form 22VV (page 92): Use on all transactions except vacant land. The stand-alone insurance contingency provides the Buyer must apply for insurance within the negotiated time fame. The Buyer has the negotiated time frame to give notice of Buyer's inability to obtain an insurance binder on the terms set forth in the contingency. If so, the agreement is terminated and the earnest money is refunded to the Buyer.

#### **BUYER'S NOTICE OF TERMINATION (HOMEOWNERS INSURANCE**

**UNAVAILABLE) Form 90VV (page 93):** The companion notice form to the 22VV, Buyer will use this form to give notice of termination due to insurance being unavailable per the terms of homeowner's insurance contingency.

MODIFICATION OF CLOSING DATE ADDENDUM – Form 22Y (page 94): Use when the parties desire to modify (move earlier or extend) the closing date. Other dates may need to be extended as well in paragraph 2 and other provisions may be added in paragraph 3 (e.g., "In exchange for Seller's agreement to an extension of the closing date, Buyer shall pay a \$1,000 non-refundable extension fee which shall be immediately paid and released to seller upon signing of this addendum.").

ADDITIONAL SIGNER ADDENDUM – Form 22Z (page 95): This addendum is to be used where there are multiple Buyers or Sellers whose signatures and initials cannot fit on the PSA.

PRESALE ADDENDUM – Form 26 (pages 96-99): Use when dealing with new construction. This addendum deals with issues unique to new construction such

- as: 1) CC&R's
  - 2) architectural review committee approval
  - 3) plans and specifications
  - 4) decoration selections, upgrades or changes
  - 5) location of home and site characteristics
  - 6) clearing the property
  - 7) landscaping

- 8) warranty
- 9) pre-closing inspection ("walk-through")
- 10) closing date/completion of improvements
- 11) ownership of plans and specifications
- 12) questions during construction and notice of delays
- 13) access to property prior to closing
- 14) conflicts between this addendum and other aspects of the PSA

## PRESALE ADDENDUM – OPTIONAL CLAUSES – Form 26A (pages 100-

**102):** Use this addendum when dealing with new construction in addition to the Presale Addendum. This form deals with additional optional clauses that are unique to new construction such as:

- additional information regarding selections, upgrades and changes
   restoration fee account
- 2) additional information regarding landscaping
- 3) seller's replication of a previous project
- 4) standard owner's policy of title insurance
- 5) extended title insurance
- 6) customer service
- 7) oak floors, driveways and sidewalks
- 8) condition of drywall and siding
- 9) remedies arbitration
- 10) waiver of financing
- 11) price increase due to delay
- 12) conflict
- 13) seller's purchase of lot
- 14) recordation of plat
- 15) title company and escrow fees
- 16) non-refundable construction retainer

**EARNEST MONEY PROMISSORY NOTE – Form 31 (page 103):** Use when Buyer will not be providing an earnest money check or cash (or other form of earnest money) or cannot deliver the earnest money in a timely fashion. This form addresses when the earnest money note will come due.

Note: Be sure to make this date specific and not upon closing as if closing does not occur, the earnest money never technically comes due and the seller will have no remedy unless the election of remedies box was checked on page 1 of the PSA.

ASSIGNMENT OF BUYER'S INTEREST IN PSA – Form 32 (page 104): Use when Buyer will be assigning their rights in an existing PSA to another Buyer. Assignee assumes the obligations of the assignor and holds assignor harmless of all claims or liability. Assignor to deliver all documents to assignee.

<u>COOPERATIVE APARTMENT ADDENDUM – Form 33 (page 105):</u> Use when Buyer is purchasing a cooperative apartment.

ADDENDUM/AMENDMENT TO PURCAHSE AND SALE AGREEMENT – Form 34 AKA "Come Sue Me" Form! (page 106): This addendum should be used sparingly as in doing so a broker takes on the added liability of drafting terms (instead of filling in the blanks of attorney approved forms) and will be held to the higher standard of a practicing attorney.

Note: Be sure to reference this form on page 1 of the PSA if using.

**INSPECTION ADDENDUM TO PSA – Form 35 (pages 107-108):** Use on all residential transactions.

In this addendum, the agreement is conditioned upon the Buyer's subjective satisfaction with inspections on the property including but not limited to structural, mechanical and general condition of the improvements, compliance with building and zoning codes, hazardous materials, pest inspection and soils/stability inspection. Do not forget to check this box, however, or the broker may have unwittingly forfeited their Buyer's right to an inspection.

Note: Only two people can perform the inspection: the Buyer themselves, or a licensed home inspector (or someone exempt from licensing).

Buyer and Seller will negotiate up front whether Buyer may or may not have sewer system scoped.

Buyer's obligations: 1) order the inspection(s), 2) choose the inspector (could be anyone, but Buyer is solely responsible for interviewing and choosing this person), and 3) pay for the inspection(s). Buyer shall restore the property to the same condition it was prior to the inspection(s) and is responsible for any damage as a result of such inspection(s). Buyer is not obligated to provide a copy of the inspection report unless they are invoking their right to additional inspection(s) in which case they must give a copy of the written recommendation by the inspector of the additional inspection(s). **The Buyer shall not, however, provide the inspection report or portions of the report to the Seller unless Seller requests otherwise.** The Buyer may ask the Seller to make any corrections, regardless of whether they were cited by an inspector.

Buyer has 4 options upon the end of the negotiated inspection period (Buyer's Notice):

- 1) approve the inspection and waive the contingency,
- disapprove the inspection and terminate the agreement,
- 3) request further inspection(s) in which case the inspection period will be extended by the negotiated time period and shall commence on the day after the notice of additional inspection(s) is given, or

4) propose corrections or modifications to the agreement.

If the Buyer fails to give any notice at the end of the inspection time period, the contingency is deemed waived.

Seller must give notice within the negotiated time period and has 4 options upon receipt of a notice for corrections or modifications from the Buyer (Seller's Response):

- 1) agree to the corrections or modifications at which time the contingency is now satisfied,
- 2) agree to some of the corrections or modifications,
- reject all corrections or modifications, or
- offer different or additional corrections or modifications.

Buyer shall have the negotiated time period to reply to the Seller's reply to their request for corrections or modifications (assuming the Seller did not agree to the proposed corrections and modifications). In this, the Buyer's Reply, Buyer shall have 3 options:

- accept the Seller's response at which time the contingency is deemed satisfied,
- agree with the Seller on other remedies (e.g., resolve in further negotiations), or
- 3) disapprove the inspection and terminate the agreement receiving a refund of their earnest money.

Note: Assuming the parties go with the default time lines, keep in mind the 10-3-3 three-step dance which is the inspection negotiation dance. The Buyer has the initial 10 days to give their inspection notice. The Seller has 3 days to give their response. The Buyer now has 3 days to reply to the Seller's response. It is important to make sure the Buyer understands that if they are going to engage in the "whining dance" (attempting to get the Seller to do more than the Seller offered in their response) then if the Buyer's 3-day reply period goes by without any resolution, the contingency is deemed satisfied and the Seller does not have to do any corrections or modifications (not even the ones they agreed to do in their initial response).

If the Seller has agreed to corrections, the work must be done in a "commercially reasonable manner" (duct tape is not an appropriate fix for a leaking trap) and the work must be completed within the negotiated time frame prior to closing and the Buyer may have the corrections re-inspected at buyer's expense. If Buyer agrees to pay for any repairs prior to closing the parties are advised to seek the counsel of an attorney to review the terms of that agreement. Buyer may inspect for oil storage tanks, but can only go so far as to determine the existence of one, but cannot go digging. Buyer is advised to have special inspections of the on-site sewage system as they are subject to strict governmental regulation and occasionally malfunction or even fail.

Buyer may check box #2 to condition the agreement on the subjective satisfaction with a neighborhood review during the negotiated time period. The neighborhood review is of such things as schools, proximity to bus lines and shopping, traffic patterns, noise, parking, etc. to include the existence of sex offenders.

If the Buyer conducted a pre-inspection and will move forward in the transaction without further inspection, check box #3.

If the Buyer is going to waive the inspection, check box #4.

PRACTICE TIP: Either box #1, 3 or 4 should be checked.

<u>PRE-INSPECTION AGREEMENT – Form 35P (page 109)</u>: Use if Buyer would like to conduct a pre-inspection of the property (i.e., the Buyer wants to preinspect the property prior to making an offer). The provisions are very similar to the provisions of the Inspection Addendum - Form 35 including the Buyer shall not, however, provide the inspection report or portions of the report to the Seller unless Seller requests otherwise.

**INSPECTION NOTICE FOR FORM 35 – Form 35R (page 110):** Use in the communication of notices in connection with the inspection. This form reflects the options for the Buyer and Seller pursuant to the three step dance described above: Buyer's notice, Seller's response to Buyer's request for modification or correction and Buyer's reply to Seller's response. This form will originate with the Buyer and be built upon by the Seller and potentially back to the Buyer.

**INSPECTOR REFERRAL DISCLOSURE – Form 41D (page 111):** Licensee should provide this form if licensee is referring a home inspection with whom they have a business or familial relationship.

**ESCALATION ADDENDUM – Form 35E (page 112):** Use if Buyer wants to include an escalation clause in their initial offer. This addendum will be used in a competing offer situation where the Buyer is willing to pay more than the offered price to beat any competing offer by the indicated amount not to exceed the indicated maximum price.

The bottom of the addendum is a handy worksheet for the listing licensee to use in the calculation of the escalated purchase price when invoking the escalation provision. **FEASIBILITY CONTINGENCY ADDENDUM – Form 35F (page 113):** Use if Buyer wishes to include a catch-all contingency for the Buyer to check out the property to make sure it is satisfactory for their intended use. There is a feasibility in the 22L&A (Land & Acreage Addendum), as well, but this is a stand alone contingency to be used when the 22L&A is not appropriate.

#### FEASIBLITY CONTINGENCY NOTICE (NOTICE OF DISAPPROVAL /

APPROVAL) – Form 90P (page 114): Use to communicate approval or disapproval of feasibility contingency.

#### NEIGHBORHOOD REVIEW CONTINGENCY ADDENDUM - Form 35N (page

**<u>115</u>**: This addendum is a stand alone neighborhood review contingency for the Buyer to check out the neighborhood. The provisions are the same as the neighborhood review portion of the Inspection Addendum - Form 35.

#### NOTICE OF TERMINATION PURSUANT TO NEIGHBORHOOD REVIEW -

**Form 90M (page 116):** Buyer will use to give notice of termination due to disapproval of neighborhood if the agreement was contingent upon such review.

<u>COUNTEROFFER ADDENDUM – Form 36 (page 117)</u>: Use if presenting a counteroffer from the Seller to the Buyer or the Buyer to the Seller. Paragraph 1 is a counter of the purchase price. Paragraph 2 (other) is a counter of any other terms (e.g., excluding items, appliances, closing date, etc.). Licensees should get in the habit of using a counteroffer addendum in lieu of crossing off and initialing changes on the face of the PSA as the agreement may become illegible with multiple faxing, difficult to interpret, etc.

PRACTICE TIP: When your client signs a counteroffer addendum, have them also sign a **WITHDRAWAL OF OFFER OF COUNTEROFFER - Form 36A** (page 118) so that in the event they want to withdraw an offer or counteroffer, you have it in your file and where time is of the essence (race to the scanner story) you do not need to track down your client. Remember, offers and counteroffers may only be withdrawn in writing.

**BACK-UP ADDENDUM** – Form 38A (page 119): Use if the Buyer's offer will be in back-up position to a first offer. This addendum will either be generated by the Buyer's agent if they know their offer will be in back-up position, or by the listing licensee in countering an offer that will be in back-up position.

Buyer acknowledges that the property is already sold and that this agreement is subject to the first sale. Seller may change the terms of the first offer. Seller is not bound to the back-up Buyer unless the first sale fails. Seller agrees to give the Buyer notice within 3 days of the first sale failing. If the first sale fails, the parties negotiate a closing date in terms of days after delivery of notice that the first sale has failed. The parties will negotiate an expiration of the back-up offer after which the back-up agreement will terminate and the earnest money will be

refunded to the Buyer. Buyer will receive a refund of the earnest money upon expiration of closing of the first sale. Time periods in the back-up offer do not commence until the seller gives notice that the first sale has failed.

PRACTICE TIP: If the Buyer does not want their earnest money to be deposited until they are moved into first position (e.g., the first sale has failed), note this under paragraph 8 (other).

**BACK-UP ADDENDUM NOTICE** – Form 38B (page 120): This form will be used by the Seller to let the Buyer know that the first sale has failed and therefore the back-up Buyer is now the first position Buyer and by the Buyer to terminate the back-up agreement (e.g., Buyer has found another property prior to being moved into first position by the Seller).

<u>SECOND BUYER'S ADDENDUM – Form 39 (page 121)</u>: Use in conjunction with acceptance of a bump offer pursuant to the Sale of Buyer's Property Contingency - Form 22B.

Buyer acknowledges Seller has already accepted a contingent offer which gives the Seller the right to continue to market the property. Seller may require the second bump Buyer to remove certain noted contingencies before they will give the bump notice to the contingent Buyer (e.g., approval of Form 17, inspection, neighborhood review, approval of condo resale certificate, financing, etc.). Once Seller receives notice that the second bump Buyer's contingencies are removed, Seller shall give notice to the first Buyer. If the second bump Buyer attempts without legal cause to withdraw or cancel, the Buyer will be in breach of the contract and subject to the default and attorney's fees provisions.

If the first contingent Buyer waives or satisfies the contingency, the second bump agreement shall terminate and second bump Buyer shall receive a refund of their earnest money. If the first contingent Buyer does not remove their contingency, then the second bump agreement shall close according to the terms of the agreement.

<u>COMMISSION DISBURSEMENT FORM – Form 40 (page 122):</u> Instructs the closing agent to disburse commissions per the form.

<u>SELLING FIRM'S COMMISSION – Form 41C (page 123)</u>: To be used when there is no listing agreement whereby Seller agrees to pay Selling Firm a commission. This form also has a tail clause (safe harbor).

<u>AGENCY DISCLSURE – MULTIPLE BROKERS – Form 42A (page 124):</u> For use where the client will be working with multiple brokers (e.g., a team) to modify the Agency Disclosure provisions on page 1 of the PSA.

**RESERVATION AGREEMENT – Form 43 (page 125):** To be used with a PSA when Buyer wants to reserve a lot in a new construction development.

Authorizes the holder of earnest money to disburse the earnest money per the parties' request (e.g., earnest money being released to a seller/builder). This form will also be used after mutual acceptance if the transaction has failed to direct the party holding the earnest money to disburse the funds as agreed to by the parties.

**RESCISSION AGREEMENT – Form 51 (page 127):** Use if the parties wish to rescind the agreement thereby releasing each other or any further liability. It also directs the holder of earnest money to release the earnest money as provided in the form. Finally, it provides the commission is still payable if within 6 months after the rescission the sale is then completed provided the commission will be reduced by any commission paid to another member of the MLS.

**RENTAL AGREEMENT (Buyer Occupancy Prior to Closing)** – Form 65A (pages 128-129): Use in the event of a very short early possession situation. If the Buyer and the Seller have agreed the Buyer may take early possession (which generally should be discouraged as early and delayed possession are "INHERENTLY EVIL!"), the parties should execute this form to spell out the terms of the early occupancy such as rent, term and termination, insurance, utilities, improvements, application of the Landlord-Tenant Act, subletting or assignment, release of real estate firms, attorney's fees, smoke detectors, carbon monoxide alarms, lead-based paint and mold disclosure.

RENTAL AGREEMENT (Seller Occupancy After Closing) - Form 65B (pages

**130-131):** Use in the event of a very short delayed possession situation. If the Buyer and the Seller have agreed the Seller may remain in the property after closing (which generally should be discouraged as early and delayed possession are "INHERENTLY EVIL!"), the parties should execute this form to spell out the terms of the delayed occupancy such as rent, possession, term, insurance, utilities, improvements, subletting or assignment, release of real estate firms, attorney's fees, smoke detectors, carbon monoxide alarms, lead-based paint and mold disclosure.

Note: If the early or delayed occupancy is to be for more than a few days, the parties should execute a full rental agreement such as the LEASE/RENTAL AGREEMENT – Form 68 (pages 133-138) which deals more in depth with rental issues such as lease vs. month-to-month, possession, rent, utilities, occupancy/subletting, security deposit, maintenance, inspection/sale, late rent charges/NSF check, non-refundable fee, pets, renters insurance, carbon monoxide alarms, smoke detector, agency disclosure, attorneys' fees, waiver of subrogation, local ordinances, compliance with laws, CC&R's and rules & regulations, lead-based paint, and mold. Note, if the lease is for more than one

year, it requires notarization. The Lease/Rental Agreement also includes a page of Rules.

LEASE/RENTAL COMMISSION AGREEMENT – Form 67 (page 132): Use to confirm commissions to be paid when broker negotiates lease and/or lease option on a property to include an up front fee, as well as a fee should the Buyer/tenant purchase the property from the Seller within the negotiated time frame.

ADDENDUM TO LEASE/RENTAL AGREEMENT – Form 68C (page 139): Use to draft any additional provisions that need to be added to the lease/rental agreement.

MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT -

Form 68A (pages 140-148): To be used in conjunction with the rental agreement to describe the condition, cleanliness and existing damage to the premises and furnishings. No deposit may be collected unless the lessor and tenant fill out and sign this check list.

**PET ADDENDUM – Form 68B (page 149):** To be used in conjunction with the rental agreement to set out provisions of having pets on the property.

ASSIGNMENT OF LEASE OR RENTAL AGREEMENT – Form 69 (pages 150): Use when Buyer is purchasing a property subject to a lease or rental agreement. Seller will assign the lease and rental agreements to the Buyer, as well as transfer any tenant deposits.

**OPTION TO BUY REAL ESTATE – Form 75 (pages 151-152):** Use if the parties are negotiating an option. This addendum should be used as a jump off point for the Buyer and Seller to start coming to terms on the option. As options are legally complex, a real estate attorney should be consulted in drafting the final option paperwork. The contains provisions such as option or lease option, purchase price, legal description, option/time limit, notice of exercised option, closing, time if of the essence, purchase and sale agreement, commission, agency disclosure, and title insurance.

<u>RECEIPT FOR EARNEST MONEY – Form 89 (page 153)</u>: Used by firm to receipt Buyer's earnest money (even if the earnest money will then be delivered to closing agent).

**<u>90 SERIES OF NOTICES</u>**: Use the appropriate notice, if applicable, after mutual acceptance.

90 – Blank Notice (page 154)

**90B** – Notice of Termination for Failure to Pay Earnest Money (page 155): Notice by Seller to Buyer because Buyer failed to timely deliver earnest money pursuant to the PSA.

**90C – Failure to Close - Notice of Termination by Buyer (page 156):** Generic failure to close by closing date through no fault of the Buyer with Buyer demanding refund of earnest money.

90D – Failure to Close - Notice of Termination by Seller – Seller to Keep Earnest Money (page 157): Notice by Seller that the sale failed to close by closing date through no fault of the Seller, Seller elects to terminate and is entitled to retain earnest money as Seller's sole remedy.

90E – Failure to Close - Notice of Termination by Seller – Seller to Elect Remedies (page 158): Notice by Seller that the sale failed to close by closing date through no fault of the Seller, Seller elects to terminate and is entitled to remedies as provided in the Agreement.

MULTI-FAMILY PSA – Form 20 (pages 159-163)

MANUFACTURED HOME PSA - Form 23 (pages 164-168)

**90N** – Notice of Termination (Disapproval of Park Rules and Regulations - Form 23) (page 169): Notice by Buyer of disapproval of manufactured home park rules and regulations pursuant to Form 23 – Manufactured Home PSA.

**900** – Notice of Termination (Unable to Assume Lease - Form 23) (page 170): Notice by Buyer they are unable to assume the lease of the lot for the manufactured home pursuant to Form 23 – Manufactured Home PSA.

VACANT LAND PSA - Form 35 (pages 171-175)

CONDOMINIUM PSA – Form 28 (pages 176-180)

**CONDOMINIUM RESALE CERTIFICATE – Form 27 (pages 181-184):** To be filled out by the Seller (or likely a representative of the HOA) and provided to the Buyer in a condo transaction.

**90R** – Notice of Termination (Resale Certificate Unacceptable - Form 28) (page 185): Notice by Buyer of disapproval of Resale Certificate pursuant to Condominium Purchase & Sale Agreement – Form 28 - and demands return of earnest money.

**NWMLS SPEAK-UP (page 186):** Licensees may submit suggested changes to the forms directly to NWMLS.

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# PSA Transaction Forms Cheat Sheet

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

- Law of Real Estate Agency Pamphlet
- \_\_\_\_\_ Form 21 Residential Purchase & Sale Agreement
- \_\_\_\_\_ \*Exhibit A Legal Description
- \_\_\_\_\_ Form 89 Earnest Money Receipt
- Form 22A Financing Addendum (unless cash or seller financed transaction in which case use Form 22C)
- Form 22D Optional Clauses Addendum
- \_\_\_\_\_ 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
- \_\_\_\_\_ 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 seller's disclosure upon receipt)
- \_\_\_\_\_ \*Wire Fraud Alert
- \_\_\_\_\_ \*Rules of Engagement

#### If applicable also add:

- Form 22B Buyer's Home Contingency Addendum (if sale will be contingent upon buyer selling home)
- \_\_\_\_ Form 22C –Seller Financing Addendum
- Form 22F For Your Protection: "Get a Home Inspection" (if buyer is securing FHA financing)
- Lead Paint Hazards Pamphlet (give to buyer if house was built prior to 1978)
- \*Form 22J Disclosure of Information on Lead Based Paint and Hazards (get from listing agent with seller's disclosures if house was built prior to 1978)
- Form 22LA Land & Acreage Addendum
- 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 22R Well Addendum
- \_\_\_\_\_ Form 22S Septic Addendum
- \_\_\_\_\_ Form 22SS Short Sale Addendum to Purchase & Sale Agreement
- \_\_\_\_\_ Form 26 & 26A Presale Addenda
- \_\_\_\_\_ Form 31 Earnest Money Promissory Note
- \_\_\_\_\_ Form 33 Cooperative Apartment Addendum
- \_\_\_\_\_ 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 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 65A Rental Agreement (Buyer Occupancy Prior to Closing)
- \_\_\_\_\_ Form 65B Rental Agreement (Seller Occupancy After Closing)

## In dealing with counteroffers:

- \_\_\_\_\_ Form 36 Counteroffer Addendum
- \_\_\_\_\_ Form 36A Withdrawal of Offer or Counteroffer

## Alternative property types (different PSA's):

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

## Lease &/or option transactions:

- \_\_\_\_\_ Form 68 Lease/Rental Agreement
- \_\_\_\_\_ Form 68A Move-In/Move-Out Inspection Agreement
- \_\_\_\_\_ Form 68B Pet Agreement
- \_\_\_\_\_ Form 75 Option Agreement

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

- \_\_\_\_\_ Form 22AC Loan/Lender Change Addendum to PSA
- \_\_\_\_\_ Form 22AL Request for Loan Information
- \_\_\_\_\_ Form 22AP Loan Information Notice
- \_\_\_\_\_ Form 22AN Notice of Low Appraisal
- \_\_\_\_\_ Form 22AR –Financing Contingency Notice
- \_\_\_\_\_ Form 22Y Modification of Closing Date Addendum
- Form 32 Assignment of Buyer's Interest in PSA
- Form 34 Purchase & Sale Addendum (lined or blank) this is the blank addendum that you should use sparingly and only with your broker's approval upon review
- \_\_\_\_\_ Form 35R Inspection Notice for Form 35 Inspection Addendum to PSA
- \_\_\_\_\_ Form 38B Back-Up Addendum Notice
- \_\_\_\_\_ Form 44 Bump Notice for use with 22B Contingency Sale
- \_\_\_\_\_ Form 46 Bump Reply to respond to a Form 44 Bump Notice

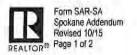
#### After mutual acceptance, a party may need to give notice of something having to do with the deal (approvals, notices of termination, etc.). They might use one of the following forms:

- \_\_\_\_\_ 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
- \_\_\_\_\_ 90H Buyer's Notice of Waiver of Financing Contingency
- \_\_\_\_\_ 90I Buyer's Notice of Termination (Financing Unavailable)
- \_\_\_\_\_ 90K Contingency Property Notice

<ul> <li>90L – Buyer's Request for Seller's Consent – Contingent Sale</li> <li>90M – Notice of Termination Pursuant to Neighborhood Review</li> <li>90N – Notice of Termination (Disapproval of Park Rules and Regulations - Form 23)</li> </ul>
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)
<ul> <li>90S – Seller's Notice that Title Commitment is Available</li> <li>90SS – Notice Pursuant to Short Sale Addendum (Form 22SS)</li> <li>90T – Title Contingency Notice</li> </ul>
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)

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

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





#### SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The follow	ving is part of the Purchase and S	ale Agreement ("Agreement") dated		
20	between		uyer"),	and
100		("Seller")	cond	erning:
		(the "Property	/"):	2001 20

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 <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>).

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;

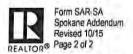
g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <u>https://fortress.wa.gov/dol/dolprod/bpdLicenseQuery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

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

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, 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:	
O IN CON	BUYER:	DATE:	SELLER:	DATE:	





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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 <u>www.epa.gov/iag/molds/index.html</u>

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 <u>www.epa.gov/radon</u>.

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 <u>www.epa.gov/asbestos</u>.

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, <u>www.dh.wa.gov/CommunityandEnvironment/Contaminants</u>.

Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the 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. The above is intended as general advice and not as a substitute for professional advice.

3. 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:





Form SAR-BR Buyer Representation Agreement Revised 7/17 Page 1 of 2

#### BUYER REPRESENTATION AGREEMENT

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("Firm") and



This Buyer Representation Agreement ("Agreement") is entered \_\_\_\_\_

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

#### 2. Agency Relation Created. Buyer agrees

("Buyer's Broker"), who

with follow up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Broker, Buyer's Broker(s), and any Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such additional brokers will only be representing Buyer during the period of any such appointment.

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

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

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

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

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

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

a. Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant

\$\_\_\_\_\_% of the purchase price (the published selling office commission if not filled in).

- b. Properties not listed with a multiple listing service, or on presale/custom structure when builder is introduced to Buyer by a broker affiliated with Firm \$ \_\_\_\_\_\_\_ or \_\_\_\_\_\_ or \_\_\_\_\_\_ of the purchase price.
- c. Lease/lease option/rental

Date

d. Upon exercising option \_\_\_\_

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





그는 전화자 같아요. 그는 상황자 같은 것을 것을 했는 것 같은 것을 했다.



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

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

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

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

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

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

	"Buyer":
D	Date Date
D	Date Date
Disclosure of Commission/Compensation in a Transa	ction Differing from Minimum Agreed Amount:
If the selling side commission/compensation in a transa paragraph 6, items a. through d., the selling si \$ or	ction Buyer has entered is different than the applicable amount stated in ide commission/compensation amount to be received by Firm is % of the purchase price.
	nsaction") or if Buyer's Broker is a dual agent in a transaction Buyer has Firm, including Buyer's Broker (total of both listing and selling side % of the purchase price.
Buyer's Broker:	Firm's Broker:
Buyer's Broker: Date	Firm's Broker: Date





## The following is only a brief summary of the attached law.

- SEC. 1. Definitions. Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public. Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally. Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent. Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent. Prescribes the additional duties of a broker representing the buyer or tenant only.
- **SEC. 6.** Duties of a Dual Agent. Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship. Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation. Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability. Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation. This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale. Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

# SECTION 1:

## DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

# SECTION 2:

### RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

# SECTION 3:

## **DUTIES OF A BROKER GENERALLY.**

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable. (c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

# SECTION 4:

## DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

# SECTION 5:

# DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction; (b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

## SECTION 6:

## DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

## SECTION 7:

## DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

(a) Completion of performance by the broker;

(b) Expiration of the term agreed upon by the parties;

(c) Termination of the relationship by mutual agreement of the parties; or

(d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

(a) Accounting for all moneys and property received during the relationship; and

(b) Not disclosing confidential information.

## SECTION 8:

### COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

# SECTION 9:

## VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

(a) Unless the principal participated in or authorized the act, error, or omission; or

(b) Except to the extent that:

(i) the principal benefited from the act, error, or omission; and

(ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

# SECTION 10:

## IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

# SECTION 11: INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

# SECTION 12:

## SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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> > Revised July 2013 RCW 18.86.120

# WASHINGTON REALTORS OCAUTION CAUTION CAUTION CAUTION CAUTION FRAUD ALERT

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.



# **CALL BEFORE YOU WIRE**

# Beware of the following scam:

- An email account is hacked (this could be broker's, escrow's, or consumer's email).
- Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.
- 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.

16

Form 1S Appointment of Subagent Rev. 2/17 Page 1 of 1

APPOINTMENT OF SUBAGENT

ieller	Seller		("Seller
nd			("Firm") entere
o an Exclusive Listing Agreement dated	("Agreen	nent"), concerning listing r	no, fo
dress	City	Slate Žip	(the "Property"
Listing Agreement. In the Agreement, Selle Seller's Listing Broker with respect to the Pro	r authorized Firm to	o appoint	8 Intionabin with Listin
Broker and any of Firm's brokers who superv	vise Listing Broker's	s performance as Seller's	s agent ("Supervisin
Broker"). The Agreement provides that no otl			
extent that Firm, in its discretion, appoints othe	er brokers to act on :	Seller's behalf as and whe	en needed.
Listing Subagent. Firm appoints Seller's behalf as Seller's agent with respect to		("Listing	Subagent") to act o
Seller's behalf as Seller's agent with respect to	the Property.		
Duration of Subagency.			
a. D The appointment of the Listing Subagent	shall be for the dur	ation of the Agreement, u	nless sooner revoke
by Firm.		NG	
<ul> <li>b.          The appointment of the Listing Subagen sooner revoked by Firm.     </li> </ul>	t shall be from	until	, unles
Upon revocation or expiration of subagency, Lis	sting Subagent shal	l no longer be an agent o	f Seller.
Notice to Seller. Firm shall provide notice to S	-V	mant of Quine and	
Notice to Seller. This shall provide holice to c	seller of this Appoint	ment of Subagent.	
Other:			
	 Designated B	roker's/Branch Manager's Signa	ature Date
	Designated D		Date
	Listing Broker	's Signature	Date
	Listing Subag	ent's Signature	Date

#### SELLER DISCLOSURE STATEMENT **IMPROVED PROPERTY**

SELL	R:					
condo	used in transfers of improved residential real property, including residential dwellings up to fou niniums not subject to a public offering statement, certain timeshares, and manufactured and r or 64.06 for further information.	· units nobile	new hom	v constru es. See	ction RCW	
Please "NA." I the qu statem	UCTIONS TO THE SELLER complete the following form. Do not leave any spaces blank. If the question clearly does not ap f the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refe estion(s) when you provide your explanation(s). For your protection you must date and initial eac ent and each attachment. Delivery of the disclosure statement must occur not later than five ( se agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and	r to th h pag 5) bus	e line e of t iness	number	r(s) of osure	
NOTIC	E TO THE BUYER					
THE F	DLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PR					
-	, CITY					
STATE LEGAL	, ZIP, COUNTY ("TH LY DESCRIBED ON THE ATTACHED EXHIBIT A.	E PRO	OPEF	rty") oi	R AS	
ON SE STATE THE D/ BY DE SELLE	R MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEF ELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLET MENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) AY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RES IVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR S & DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE T TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.	ES TH BUSIN CIND ELLER	HIS IESS THE 2'S AC	DISCLOS DAYS F AGREEM GENT. IF	SURE ROM MENT	
LICENS	LLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS EE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTEN RITTEN AGREEMENT BETWEEN BUYER AND SELLER.					
to ob Witho Buildii The Pi Prope	MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPER TAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY JT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELEC NG INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURA ROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR RTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM W , INSPECTION, DEFECTS OR WARRANTIES.	WHIC TRICL L PES	CH MA	AY INCL ROOF ISPECTO ONS OF	UDE, ERS, ORS. THE	
SELLEI	R 🗆 IS/ 🗆 IS NOT OCCUPYING THE PROPERTY.					
. SELL	ER'S DISCLOSURES:					
*If you	I answer "Yes" to a question with an asterisk (*), please explain your answer and attach docum rise publicly recorded. If necessary, use an attached sheet.	ents, if	favai	lable and	d not	
		YES	NO	DON'T	N/A	
1. TI		8	2	KNOW	-	
	Do you have legal authority to sell the property? If no, please explain.	.4				
*B.	Is title to the property subject to any of the following? (1)  First right of refusal					
	(2) Option			ā		
	(3) Lease or rental agreement	.0				
	(4) Life estate?					
*C.	Are there any encroachments, boundary agreements, or boundary disputes?					
*D.	Is there a private road or easement agreement for access to the property?	.🗖				
*E.	Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?					
*F.	Are there any written agreements for joint maintenance of an easement or right-of-way?	.0				
*G.	Is there any study, survey project, or notice that would adversely affect the property?	.0				
*H.	Are there any pending or existing assessments against the property?					

Form 17 Seller Disclosure Statement Rev. 7/19 Page 2 of 6

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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_	Π.	_	-				5
	11	-	nt	in	10	(ha	

Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	YES	NO	DON'T KNOW	N/A	52 53				
Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?									
Druberty triat would anect tuture construction of remodeling /			in the second		54				
		1,212247			55				
Is there a boundary survey for the property?					56				
	ロ				57				
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58 59 60 61				
TER					62				
Household Water					63				
(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					64 65				
*If shared, are there any written agreements?	.0				66				
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	.0				67 68				
					69				
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	.0				70				
If no, please explain:					71				
*(5) Are there any water treatment systems for the property? If yes, are they:  Leased  Owned	.0				72 73				
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?					74 75				
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?					76				
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?					77				
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	.0				78				
Irrigation Water					79				
certificate, or claim?	.0				80 81				
successive years?					82 83				
					84				
					85				
(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:					86 87 88				
Dutdoor Sprinkler System					89				
(1) Is there an outdoor sprinkler system for the property?					90				
					91				
(3) If yes, is the sprinkler system connected to irrigation water?					92				
ER/ON-SITE SEWAGE SYSTEM					93				
. The property is served by:									
I Other disposal system	mpone	ent pa	rts)		95 96 97				
	PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.         TER         Household Water         (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 If shared, are there any written agreements?         *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?         *(3) Are there any problems or repairs needed?         (4) During your ownership, has the source provided an adequate year-round supply of potable water?         *(5) Are there any water treatment systems for the property?         if no, please explain:         *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?         (a) If yes, has all or any portion of the water system (e.g. pipes, tank, pump, etc.)?         *(7) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim been assigned, transferred, or changed?         *(7) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?         *(8) If yes, has all or any portion of the water right not been used for	PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, cred. color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.         TER         Household Water         (1) The source of water for the property is:        Private or publicly owned water system         Private well serving only the subject property       COher water system         "If he source of water for the property is:        Private vell serving only the subject property         "(2) Is there an easament (recorded or unrecorded) for access to and/or maintenance of the water source?         "(3) Are there any problems or repairs needed?	PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.         TER         Household Water         (1) The source of water for the property is:	PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, accupance, encumbrance, occupancy, or lease of real property to individuals based on race, accupance, encumbrance, occupancy, or lease of real property to individuals based on race, accupance, encumbrance, occupancy, or lease of real property to individuals based on race, accupance, encumbrance, occupancy, or lease of real property to individuals based on race, accupance, encumbrance, occupance, or lease of real property to individuals based on race, accupance, encumbrance, occupance, and the individual based on race.         ITER       Household Water       (1) The source of water for the property to property to Other water system       Image: Imag	PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.         TER         Household Water         (1) The source of water for the property is:				

3.

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

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If no, please explain:	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115
in your regularly billed sewer or on-site sewage system maintenance service?	103 104 105 106 107 108 109 110 111 112 113 114
<ul> <li>*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?</li></ul>	105 106 107 108 109 110 111 112 112 113 114
department or district following its construction?       I	106 107 108 109 110 111 112 113 114
<ul> <li>(2) When was it last pumped?</li></ul>	107 108 109 110 111 112 113 113
*(3) Are there any defects in the operation of the on-site sewage system?	108 109 110 111 112 113 114
(4) When was it last inspected?	110 111 112 113 114
	111 112 113 114
By whom:	112 113 114
(5) For how many bedrooms was the on-site sewage system approved? bedrooms	113 114
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	114
If no, please explain:	115
*F. Have there been any changes or repairs to the on-site sewage system?	
G. Is the on-site sewage system, including the drainfield, located entirely within the	116
boundaries of the property?	117
If no, please explain:	118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	119 120
	100
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).	121 122 123
4. STRUCTURAL	124
*A. Has the roof leaked within the last 5 years?	125
*B. Has the basement flooded or leaked?	126
*C. Have there been any conversions, additions or remodeling?	127
*(1) If yes, were all building permits obtained?	128
*(2) If yes, were all final inspections obtained?	129
D. Do you know the age of the house? I I I I I I I I I I I I I I I I	130 131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	133
Foundations     Decks     Exterior Walls	134
Chimneys Interior Walls Fire Alarms	135
Doors D Windows D Patio	136
Ceilings I Slab Floors Driveways Hot Tub Sauna	137 138
□ Sidewalks □ Outbuildings □ Fireplaces	139
Garage Floors 🛛 Walkways 🖾 Siding	140
Wood Stoves     Elevators     Incline Elevators     Stairway Chair Lifts     Wheelchair Lifts     Other	141 142
and controlled sectors were and a preserve sector of a preserve and a sector of a preserve at	1/2
*G. Was a structural pest or "whole house" inspection done?	143 144
	145
H. During your ownership, has the property had any wood destroying organism or pest infestation?	146
I. Is the attic insulated?	and the second
J. Is the basement insulated?	147

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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Pa	ge 4 d	of 6 (Continued)	10000000000000000000000000000000000000	-0.0000000	NACTOR DESARCO		
		YSTEMS AND FIXTURES A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:	YES	NO	don't Know	N/A	149 150 151 152
	*8	Electrical system, including wiring, switches, outlets, and service			00000000		152 153 154 155 156 157 158 159 160 161 162
		(If yes, please attach copy of lease.) Security System:					163 164 165 166 167
	*C	<ul> <li>Are any of the following kinds of wood burning appliances present at the property?</li> <li>(1) Woodstove?</li> <li>(2) Fireplace insert?</li> <li>(3) Pellet stove?</li> <li>(4) Fireplace?</li> <li>If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental</li> </ul>					168 169 170 171 172 173
	D.	Protection Agency as clean burning appliances to improve air quality and public health? Is the property located within a city, county, or district or within a department of natural					174 175
	E.	resources fire protection zone that provides fire protection services? Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller					176 177
	F.	must equip the residence with carbon monoxide alarms as required by the state building code.) Is the property equipped with smoke detection devices?					178 179 180 181
6.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS					182
	Α.	Is there a Homeowners' Association? 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:					183 184 185 186
	В.	Are there regular periodic assessments?	.0				187 188 189
	*C.	Are there any pending special assessments?	.0				190
		Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?			_	_	191 192 193
7.	EN\	/IRONMENTAL					194
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	.0				195 196
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?					197
		Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	.0				198 199
		Are there any shorelines, wetlands, floodplains, or critical areas on the property?					200
	*E.	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			•		201 202 203
	*F.	Has the property been used for commercial or industrial purposes?	.0				204

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#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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Page 5 d		of 6 (Continued)		ALL MONTO RECEIVE			5	
				YES	NO	DON'T KNOW	N/A	20
			there any soil or groundwater contamination?					20
	*H.	Are	e there transmission poles or other electrical utility equipment installed, maintained, or					2
		bu	ried on the property that do not provide utility service to the structures on the property?	ם				2
	*I.	Ha	s the property been used as a legal or illegal dumping site?	ם				2
	*J.	Ha	s the property been used as an illegal drug manufacturing site?	<b>D</b>				2
	*K.	Are	there any radio towers in the area that cause interference with cellular telephone reception?	ם				2
8.	LE/	AD E	BASED PAINT (Applicable if the house was built before 1978).					2
	Α.	Pre	sence of lead-based paint and/or lead-based paint hazards (check one below):					2
			Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					2
			Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the hou	sing.				2
	В.	Red	cords and reports available to the Seller (check one below):					2
			Seller has provided the purchaser with all available records and reports pertaining to					2
			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 hazar	ds in the h	ousin	g.		22
Э.	MAI	NUF	ACTURED AND MOBILE HOMES					22
	If the	e pro	operty includes a manufactured or mobile home,					22
	*A.		you make any alterations to the home?					22
		lf ye	es, please describe the alterations:					22
			any previous owner make any alterations to the home?					22
	*C.	If all	terations were made, were permits or variances for these alterations obtained?	ם				22
. 1	FUL	L DI	SCLOSURE BY SELLERS					22
	571.05	0.000.01000	er conditions or defects:					23
			there any other existing material defects affecting the property that a prospective ar should know about?		a			23
			fication		Ч			23
		The Selle agai	foregoing answers and attached explanations (if any) are complete and correct to the bes er has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lic nst any and all claims that the above information is inaccurate. Seller authorizes real estate I v of this disclosure statement to other real estate licensees and all prospective buyers of the pr	ensees hi icensees,	armles	ss from	and	23 23 23 23 23
								23

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SELLER'S INITIALS

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

#### **II. NOTICES TO THE BUYER**

II. N	IOT	CES TO THE BUYER	255
1	IN A	FORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT GENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT	256 257 258 259
2	TH CI IN	IIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN OSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST VOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED	260 261 262 263 264
3.	TH	IS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY	265 266 267 268
III. E	SUY	R'S ACKNOWLEDGEMENT	269
1.	B	YER HEREBY ACKNOWLEDGES THAT:	270
	Α.		271 272
	Β.		273 274
	C.	provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	275 276
	D.		277
	E.	received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	278 279
	F.	If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home.	280
	AC AN SEI DE	TUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER D SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY LER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY IVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU	281 282 283 284 285 286
	TH	T THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE	287 288 289
	Buy		290 291
	Buy	er has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 2	292 293 294
	Buy		295 296
	Buy How	er has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 2 ever, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 2	97 98 99 99
÷	Buye		01 02

SELLER'S INITIALS

Date

Form 17C	
Seller Disclosure	Statement-Unimproved
Rev. 7/19	
Page 1 of 6	

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

SELLER: \_ 1 Seller Seller To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by 2 one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 3 Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 4 "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. 5 INSTRUCTIONS TO THE SELLER 6 Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 7 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 8 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 9 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 11 NOTICE TO THE BUYER 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED 13 AT \_\_\_\_\_ \_\_\_\_\_, CITY \_\_\_\_\_ 14 . COUNTY STATE , ZIP ("THE PROPERTY") OR AS 15 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 16 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 17 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 18 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 20 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 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. 23 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 25 WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO 27 OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING 29 INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS, THE 30 PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY 31 OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE. 32 INSPECTION, DEFECTS OR WARRANTIES. 33 SELLER I IS/ IS NOT OCCUPYING THE PROPERTY. 34 I. SELLER'S DISCLOSURES: 35 \* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 36 otherwise publicly recorded. If necessary, use an attached sheet. 37 38 YES NO DON'T N/A 1. TITLE KNOW 39 A. Do you have legal authority to sell the property? If no, please explain....... 40 \*B. Is title to the property subject to any of the following? 41 (1) First right of refusal ...... 42 (2) Option 43 (3) Lease or rental agreement 44 (4) Life estate? ...... 45 \*C. Are there any encroachments, boundary agreements, or boundary disputes? ...... 46 \*D. Is there a private road or easement agreement for access to the property? a 47 \*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of 48 the property? 49

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

#### (Continued)

20.50				VER	10	DONIT		
				YES	NO	DON'T KNOW	N/A	50 51
	*F.	Are the	ere any written agreements for joint maintenance of an easement or right of way?	ロ				52
	*G.	Is there	e any study, survey project, or notice that would adversely affect the property?					53
	*H.	Are the	ere any pending or existing assessments against the property?					54
	<b>*</b> I.		ere any zoning violations, nonconforming uses, or any unusual restrictions on the y that affect future construction or remodeling?		D			55 56
	*J.	Is there	a boundary survey for the property?	ロ				57
	*K.	Are the	re any covenants, conditions, or restrictions recorded against title to the property?	ロ				58
		restrict individu	E NOTE: Covenants, conditions, and restrictions which purport to forbid or the conveyance, encumbrance, occupancy, or lease of real property to als based on race, creed, color, sex, national origin, familial status, or disability d, unenforceable, and illegal. RCW 49.60.224.					59 60 61 62
2.	WA	TER					63	
	Α.		old Water					64
		(1) Do	es the property have potable water supply?	ם	D			65
		- R	es, the source of water for the property is:					66 67 `
		*lf :	shared, are there any written agreements?	•				68
			here an easement (recorded or unrecorded) for access to and/or maintenance he water source?	0	a			69 70
		*(4) Are	there any problems or repairs needed?	ロ				71
		(5) Is ti to ti	nere a connection or hook-up charge payable before the property can be connected ne water main?	ם				72 73
			ve you obtained a certificate of water availability from the water purveyor serving property? (If yes, please attach a copy.)	ם				74 75
		(7) Is th sup	nere a water right permit, certificate, or claim associated with household water ply for the property? (If yes, please attach a copy.)	0				76 77
		(a)	If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	0				78 79
		*(b)	If yes, has all or any portion of the water right not been used for five or more successive years?					80 81
		(c)	If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?					82 83
		'(8) Are	there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?					84
Ì	B. I	rrigation	Water					85
		(1) Are certi	there any irrigation water rights for the property, such as a water right permit, ficate, or claim? (If yes, please attach a copy.)					86 87
			If yes, has all or any portion of the water right not been used for five or more successive years?					88 89
		(b)	If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	.0				90 91

÷

Seller Rev. 7				UNIMPROVED PROPERTY		Northwest M				i.
						YES	NO	DON'T KNOW	N/A	A 92 93
			*(2)	그는 것이 같아요. 한 것 모님 것 것은 것 것 같아요. 성격 이상 이 것이 가지 않아야 한	ation water from a ditch company, irrigation district, or other e ity that supplies irrigation water to the property:	ıntity?□				
	c	Э.	Outo	loor Sprinkler System						97
				X X X	r system for the property?		a			98
		ł	*(2)	If yes, are there any defects	in the system?		a			99
		i.	*(3)	If yes, is the sprinkler syster	n connected to irrigation water?					100
3	. SI	EW	ER/	SEPTIC SYSTEM						101
	ŀ	۹. ٦	The	property is served by:						102
		Ċ		Public sewer system						103
				Other disposal system	uding pipes, tanks, drainfields, and all other component	parts)				104 105 106
	в	, li y	s the our	property subject to any sev regularly billed sewer or on-	vage system fees or charges in addition to those covered site sewage system maintenance service?	n t 				107 108
	С	. H	f the	property is connected to an	on-site sewage system:					109
		*	(1) V	Vas a permit issued for its c	onstruction?					110
		÷	(2) V	Vas it approved by the local	health department or district following its construction?					111
		(	(3) 1	s the septic system a pressu	rized system?					112
		(	(4) ls	s the septic system a gravity	system?					113
		*(	(5) F	lave there been any change	s or repairs to the on-site sewage system?					114
		(	w	ithin the boundaries of the p	, including the drainfield, located entirely property?					115 116
						3				117
		*(			tem require monitoring and maintenance services more					118 119
4.	EL	EC	TRIC	AL/GAS						120
	Α.	Is	the	property served by natural g	jas?					121
	В.	IS	ther	e a connection charge for g	as?					122
	C.	ls	the p	property served by electricit	у?					123
	D.	ls	there	e a connection charge for el	ectricity?					124
	*E.	Ar	e the	ere any electrical problems of	on the property?				a	125
5.			DING							126
	Α.	S	the p	roperty located in a govern	ment designated flood zone or floodplain?			a		127

Form 17C Seller Disclosure Statement - Unimproved Rev. 7/19 Page 4 of 6

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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Pa	ige 4	of 6 (Continued)			ň.,	
	6. S	SOIL STABILITY	S NO	DON'T KNOW	N/A	128 129
	*	A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	a	۵		130
	7. E	INVIRONMENTAL				131
	•/	A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?			a	132 133
	*E	3. Does any part of the property contain fill dirt, waste, or other fill material?				134
	*(	C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	a	•		135 136
	D	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?				137
	*E	E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	ū	P		138 139 140
	*F	. Has the property been used for commercial or industrial purposes?				141
	*G	6. Is there any soil or groundwater contamination?				142
	٩٣	<ol> <li>Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?</li> </ol>	٩		•	143 144
	*1.	Has the property been used as a legal or illegal dumping site?				145
	*J.	Has the property been used as an illegal drug manufacturing site?	Ē			146
	*K	. Are there any radio towers that cause interference with cellular telephone reception?		۵		147
8	. HC	DMEOWNERS' ASSOCIATION/COMMON INTERESTS				148
	A.	Is there a homeowners' association?	a			149
	4.0	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:	9	-		150 151 152
	В,	Are there regular periodic assessments?		a		153
		\$per   month   up year				154
		Other:				155
	*C.	Are there any pending special assessments?		Q		156
	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	ū		٩	157 158 159
9.	от	HER FACTS				160
		가까 성었던 가슴을 많은 사람들을 모양 그 다양 것이다. 정말 이 것 같아. 그 것이 아파는 것이 아파를 물로 가셨어요. 것이 가 셨는것. 프로	<b>D</b>	D		161
	*В.	Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?				162 163

Form 17C Seller Disclosure Statement - Unimproved Rev. 7/19 Page 5 of 6

10.

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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#### (Continued)

		YES	NO	DON'T KNOW	N/A	164 165
*C	. Is the property classified or designated as forest land or open space?			Q		166
D.	. Do you have a forest management plan? If yes, attach.					167
*E.	. Have any development-related permit applications been submitted to any government agen	cies?ロ				168
	If the answer to E is "yes," what is the status or outcome of those applications?					169
						170
F,	Is the property located within a city, county, or district or within a department of natural r fire protection zone that provides fire protection services?	esources		۵		171 172
FUL	L DISCLOSURE BY SELLERS					173
Α.	Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about?					174 175 176
В.	Verification The foregoing answers and attached explanations (if any) are complete and correct to the Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real est against any and all claims that the above information is inaccurate. Seller authorizes real est copy of this disclosure statement to other real estate licensees and all prospective buyers of	ate licensees h state licensees.	armle	ss from a	and	177 178 179 180 181
						182
	Seller Date Seller			Date		183

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

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

(Continued)

11. NO	OTIC	CES TO THE BUYER			
18	inf Ag An	ENCIES. THIS NOTICE IS INTE INDICATION OF THE PRESEN	DISTERED SEX OFFENDER NDED ONLY TO INFORM YO CE OF REGISTERED SEX O	OU OF WHERE TO OBTAIN T	A LOCAL LAW ENFORCEMENT HIS INFORMATION AND IS NOT
2.	TH CL INV	OSE PROXIMITY TO A FARM	U THAT THE REAL PROPER M OR WORKING FOREST. ARY AGRICULTURAL PRAC	THE OPERATION OF A P TICES OR FOREST PRACTI	G FOR PURCHASE MAY LIE IN FARM OR WORKING FOREST CES, WHICH ARE PROTECTED
3.	THI AN				ING FOR PURCHASE UTILIZES OM THE POLLUTION LIABILITY
I. BI	JYE	R'S ACKNOWLEDGEMENT			
1.	вU	YER HEREBY ACKNOWLED	SES THAT:		
	A.	Buyer has a duty to pay dilige utilizing diligent attention and o		defects that are known to Buy	er or can be known to Buyer by
		not by any real estate licensee	or other party.		ire made only by the Seller and
		provided by Seller, except to the	ne extent that real estate lice	nsees know of such inaccura	
			an manan a sa ang ang ang ang ang ang ang ang ang an	and successful the second frequencies and successful the second second second second second second second second	
	E.	Buyer (which term includes all received a copy of this Disclos			disclosure statement below) has er's signature(s).
2	ANE SEL DEL MAY BUY THA	SELLER OTHERWISE AGRE LER OR SELLER'S AGENT IVERING A SEPARATELY SIG WAIVE THE RIGHT TO RESC RE HEREBY ACKNOWLEDGE T THE DISCLOSURES MADE	E IN WRITING, BUYER SH DELIVERS THIS DISCLOS NED WRITTEN STATEMEN ND PRIOR TO OR AFTER T S RECEIPT OF A COPY O	ALL HAVE THREE (3) BUS SURE STATEMENT TO RE T OF RESCISSION TO SELLI HE TIME YOU ENTER INTO / F THIS DISCLOSURE STATE	DISCLOSURE. UNLESS BUYER INESS DAYS FROM THE DAY SCIND THE AGREEMENT BY ER OR SELLER'S AGENT. YOU A SALE AGREEMENT. EMENT AND ACKNOWLEDGES NOT OF ANY REAL ESTATE
	LICE	INSEE OR OTHER PARTY.	<u>i</u>		
3	Buye	r	Date	Buyer	Date
2. 1	BUY	ER'S WAIVER OF RIGHT TO	REVOKE OFFER		
		er has read and reviewed the S es Buyer's right to revoke Buye			ver approves this statement and
2	Buyer		Date	Buyer	Date
3. E	BUY	ER'S WAIVER OF RIGHT TO	RECEIVE COMPLETED SE	LLER DISCLOSURE STATE	MENT
H	lowe	er has been advised of Buyer's in ever, if the answer to any of the eccipt of the "Environmental" se	questions in the section ent	titled "Environmental" would b	
	Buyer		Date	Buyer	Date
ELLE	R'S I	NITIALS Date	SELLER'S INITIALS	Date	2

Form 90A Notice of Rescission Rev. 8/11 Page 1 of 1

#### NOTICE OF RESCISSION OF AGREEMENT PURSUANT TO RCW 64.06

The followin	g is part of the Purchase	and Sale Agreement dated		1
between				("Buyer") <sub>2</sub>
	Buyer	Buyer		
and				("Seller") 3
CALCO-SYA	Seller	Seller		,, 0
concerning				(the "Property"). 4
102	Address	City	State Zip	

Notice of Rescission of Agreement Pursuant to RCW 64.06. (Check applicable box).

- Buyer has reviewed the Seller Disclosure Statement (Form 17, Form 17C, or Form 17 Commercial, 6 whichever is applicable) and elects to rescind the Agreement. Buyer hereby demands return of the Earnest 7 Money.
- Seller has not delivered a Seller Disclosure Statement (Form 17, Form 17C, or Form 17 Commercial, 9 whichever is applicable) to Buyer as required by RCW 64.06. Buyer hereby elects to rescind the Agreement 10 and demands return of the Earnest Money.
- Seller has not delivered a completed Seller Disclosure Statement (Form 17, Form 17C, or Form 17 12 Commercial, whichever is applicable) to Buyer as required by RCW 64.06. Buyer hereby elects to rescind 13 the Agreement and demands return of the Earnest Money. 14

Buyer

Date

Buyer

Date

15

Form 21 Residential Purchase & Sale Agreement Rev. 7/19 Page 1 of 5 RESIDE

1.		SPECIF	IC TERMS		
	Date:	MLS No.:	Offer E	xpiration Date:	
2.	Buyer:	Buyer			
3.	Seller:			Status	
4.	Seller Property: Legal Description attached	Seller	al No(s) :		
33	r roporty: Logar Decomption attache		si No(s)	·	
	Address	City	County	and the second se	Zip
5.	Included Items:      stove/range;      wood stove;      satellite dish;      generator;      other	🕽 security system: 🗖 a	ttached television(s):	attached speaker(s)	fireplace insert ); Omicrowave
5.	Purchase Price: \$				Doll
•	Earnest Money: \$	🗅 Check; 🗖 Note; 🗖 Ot	her	(held by 🖵 Selling Firm;	Closing Ager
	Default: (check only one) 🛛 Forfeitu	re of Earnest Money; 🗖 S	Seller's Election of Rem	iedies	
Э.	Title Insurance Company:				
0.	Closing Agent:		Industry of Party	and D	
1	Closing Date:				
	Services of Closing Agent for Payr		방법 과장이 있는지 사람이 가슴을 망망했다.	and the second	
	Charges/Assessments Levied Befor			1	at Closing
	Seller Citizenship (FIRPTA): Seller		name aanan Sheeraan amaa sanaariik	in the fight of the second second state and the second second second second second second second second second	at closing
	Agency Disclosure: Selling Broker				
			X	1	
Buye	r's Signature	Date	Seller's Signature		
58.950)	r's Signature	Date		V 9.88	Da
Зиуе			Seller's Signature		Da
Buye Buye	r's Signature		Seller's Signature Seller's Signature		Da
Buye Buye City,	r's Signature r's Address		Seller's Signature Seller's Signature Seller's Address		Da
Buye Buye City, Phor	r's Signature r's Address State, Zip	Date	Seller's Signature Seller's Signature Seller's Address City, State, Zip		Da
Buye Buye City, Phor	r's Signature r's Address State, Zip e No.	Date	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No.		Da Da Fax N
Buye Buye City, Phor ellir	r's Signature r's Address State, Zip e No. r's E-mail Address	Date Fax No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address		Da Da Fax N MLS Office N
Buye Buye City, Ci	r's Signature r's Address State, Zip e No. r's E-mail Address g Firm	Date Fax No. MLS Office No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm		Da Da Fax N MLS Office N MLS LAG N
Buye Buye City, Phor ellir ellir	r's Signature r's Address State, Zip e No. r's E-mail Address g Firm g Broker (Print)	Date Fax No. MLS Office No. MLS LAG No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm Listing Broker (Print)	Broker Phone No.	Da
Buye Buye City, Phor Buye Sellin Firm	r's Signature r's Address State, Zip e No. r's E-mail Address g Firm g Broker (Print) Phone No. Broker Phone No.	Date Fax No. MLS Office No. MLS LAG No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm Listing Broker (Print) Firm Phone No.	Broker Phone No. E-mail Address	Di Di Fax M MLS Office N MLS LAG N

Form 21 Residential Purchase & Sale Agreement Rev. 7/19 Page 2 of 5 RESIDE

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# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

#### Continued

- a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to 7 Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 8 Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, 9 whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an 10 interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, 11 after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges 12 and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer 13 has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the 14 interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS 15 Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest 16 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing 17 Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the 18 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written 19 verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the 20 addresses and/or fax numbers provided herein. 21

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, Closing Agent shall deliver notice of the demand to the other party within 15 days. If 25 the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the 26 Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent 27 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 31 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader 37 action to deduct up to \$500.00 for the costs thereof. 38

- c. Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 39 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 40 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 41 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas 42 log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; 43 shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless 44 otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 46 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 47 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 48 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 49 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 50 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 51 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 52 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 53 acquired title.
- e. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 55 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance 56 Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines 57 to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party 58 applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance 59

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

Continued

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title 60 Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with 61 homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 62 shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary 63 commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and 64 Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be 65 made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, 66 unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described 67 in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 68 or damages as a consequence of Seller's inability to provide insurable title. 69

Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls f. 70 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 71 the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 72 the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on 73 74 the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. 75 Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided 76 possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, 77 electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance 78 of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that 79 Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or 80 modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have 81 terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If 82 possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental 83 Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or 84 alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure 85 appropriate hazard and liability insurance policies are in place, as applicable. 86

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 87 monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 88 the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 89 smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 90 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 91 complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless 92 from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property. 93

- g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 94 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 95 cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 96 costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 97 party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 98 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 99 purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 101 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 102 and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 103 including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 104 payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 105 delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, 106 prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides 107 such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in 108 Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 109 unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities 110 providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or 111 equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 113 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 114 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 115 as agreed in Specific Term No. 13.

Date

Form 21 Residential Purchase & Sale Agreement Rev. 7/19 Page 4 of 5 **RESIDE**  ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

- Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all 117 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 118 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 119 and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information 120 and copies of documents concerning this sale.
- j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 122 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 123 under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing 124 Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt 125 from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 126
- k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 127 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 128 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 129 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 130 Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 131 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 132 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and 133 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 134

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 135 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling 136 Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this 137 Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic 138 e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the 139 parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

- I. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 141 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 142 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 143 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 144 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 145 shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 146 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 147 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 148 Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a 149 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 150 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 151 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 153 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 154 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 155 electronic form has the same legal effect and validity as a handwritten signature.
- Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 157 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 158 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 160 provision, as identified in Specific Term No. 8, shall apply: 161
  - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 162 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 163
  - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 164 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 165 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 166 any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 168 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 169 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 170 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 171 fees and expenses.

Form 21 Residential Purchase & Sale Agreement Rev. 7/19 Page 5 of 5 **RESIDE**  ©Copyright 2019 Northwest Multiple Listing Service

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

- q. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 173 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 174 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 175 Earnest Money shall be refunded to Buyer.
- r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 177 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 178 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 179 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 180 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 181 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 183 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 184 unless sooner withdrawn.
- t. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 186 Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 187 Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 188 represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 189 affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 190 (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are 191 the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 192 Designated Broker, Branch Manager (if any), and Managing Broker (if any), and Managing Broker (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are 191 the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 192 Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 193 parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 195 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 196 specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm, as applicable, a portion of their 198 funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 199 directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 200 court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 201 under this Agreement.
- v. Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 203 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 204 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 205
- w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 206 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 207 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 208 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 209
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 210 x. and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 211 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 212 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 213 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 214 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 215 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 216 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 217 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 218 expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 219 inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 220 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 221 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 222 advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 223 earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term 224 rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide 225 additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third 226 party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 227 services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 228 third-party service providers. 229

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Form 22A Financing Addendum Rev. 7/19 Page 1 of 3

#### FINANCING ADDENDUM TO **PURCHASE & SALE AGREEMENT**

	een	Buyer	Buyer	("Buyer"
nd			5575	("Seller"
- HC		Seller	Seller	
once	erning	Address	City	(the "Property")
	(82° 8° 536) 1			
		APPLICATION/WAIVER OF C		and the second
а	purc		)"): Conventional First; CC	btaining the following type of loan or loans to conventional Second;
	(the	"Financing Contingency"). Bu	yer shall pay 🛛 \$	; or 🛛 % of the Purchase
				cation for the Loans to pay the balance of the subject Property within days (5
				ement. For the purposes of this Addendum
				tion for the purposes of obtaining an extensior
		e, and the loan amount.	come, social security number	er (if required), the Property address, purchase
b.	문방생	2 회사에서 2 이 <u>14 등</u> 같은 것이 가지 않아요. 이야 않는 것이 아버지는 것이 하지 않는 것이 않는 것이 하지 않는 것이 않는 것이 하지 않는 것이 않는 것이 않는 것이 않는 것이 하지 않는 것이 하지 않는 것이 않는 않는 것이 않는 것이 않는 것이 않 것이 않는 것이 않는 것이 않는 것이 않는 것이 않는 것이 않는 것이 있다. 것이 않는 것이 것이 않는 것이 않 것이 않는 것이 않 않 않 않 않는 않이 않는 않는 것이 않는 않는 않는 않는 않는 않이 않는 않는 않는 않는 않는 않이 않는 않 않 않는 않는 않는 않이 않이 않이 않는 않 않는 않 않는 않이 않 않 않 않	v. If Buver (i) fails to make :	application for financing for the Property within
	the a	agreed time; (ii) changes the ty	pe of loan at any time without	ut Seller's prior written consent; or (iii) changes
				d upon time to apply for financing expires, then vaiver of the Financing Contingency under this
	Para	agraph 1(b) also constitutes w	aiver of Paragraph 7 (Appra	aisal Less Than Sales Price). For purposes of
	this the l		ther the party to whom the a	application was submitted or the party funding
5				
		IFORMATION.		dates (40 dates if each filled in) after set of
a.	acce	ptance, Seller may give, onc	e, a notice requesting infor	days (10 days if not filled in) after mutual mation related to the status of Buyer's loan AL may be used for this notice.
b.				ays if not filled in) of receiving Seller's Request
				f Buyer's loan application ("Loan Information shall include the date of application, the name
	of ler	nder, a list of the information th	hat Buyer has provided to le	nder, and a warranty that Buyer has provided
		formation requested by lender.		a 200 0. 3. 0a 2457.754 51.00 51.00
C,				s to timely give to Seller a completed Loan ce described in Paragraph 3 (Seller's Right to
		inate) at any time after the dat		
SE		'S RIGHT TO TERMINATE.		
a.				days if not filled in) after mutual acceptance,
		r may give notice that Seller m Right to Terminate Notice"). N'		at any time 3 days after delivery of that notice ised for this notice.
b.				ancing Contingency, Seller may give notice of
	to Te	erminate Notice. If Seller give	ves the Termination Notice	ne following 3 days after delivery of the Right e before Buyer has waived the Financing
	Conti	ngency, this Agreement is tern	ninated and the Earnest Mor	ney shall be refunded to Buyer. NWMLS Form
				Contingeney and augure the Cleans Date
c.			fillen nelsen en de mene 1955 med 1960 met er	Contingency shall survive the Closing Date. ing Contingency under this Paragraph 3  will;

Form 22A Financing Addendum Rev. 7/19 Page 2 of 3

#### FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued

- LOAN COST PROVISIONS. Seller shall pay up to 
  \$ ; or 🗖 % of the Purchase 4. 46 Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 47 discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 48 the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 49 settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 50 for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is 51 insufficient to pay for those costs. If checked, 
  Buyer shall pay Buyer's share of the escrow fee for the VA loan 52 (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 53 of the loan). 54
- 5. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 55 Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 56 be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 57 made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds 58 to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by 59 Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such 60 confirmation.
- INSPECTION. Seller shall permit inspections required by lender, including but not limited to structural, pest, 62 heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections 63 unless otherwise agreed.

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69

- a. Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer 66 may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall 67 include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7. 68
- b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
  - (i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 70 acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 71 approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect 72 not to accept a reappraisal or reconsideration of value; 73
  - (ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 74 appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to 75 lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, 76 or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the 77 Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the 78 reduced price.);
  - (iii) Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 80 appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 81 exceeds the appraised value) to close the sale; or 82
  - (iv) Seller's rejection of Buyer's notice of low appraisal.

7. APPRAISAL LESS THAN SALE PRICE.

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the 84 Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or 85 USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 86

#### c. Buyer's Reply.

- (i) Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 88 the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) 89 terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- (ii) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 91 have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 92 this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 93

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#### FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT Continued

(iii) If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, 94 VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; 95 or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 96

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. 99

8. FHA/VA/USDA - Appraisal Certificate. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA 100 financing, notwithstanding any other provisions of this Agreement. Buyer is not obligated to complete the 101 purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements 102 a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the 103 Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or 104 similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay 105 the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 7 106 above shall apply. 107

Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA,108or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees109to satisfy himself/herself that the price and condition of the Property are acceptable.110

EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected 111 disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or 112 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 113 addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days 114 to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 115 waiver of this Financing Contingency.

#### APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

petwe	Buyer	Buyer	("Buyer"
22		Buyer	
nd _	Seller	Seller	("Seller"
hnce	erning		(the "Property")
UNCE	Address	City	State Zip
PPF	RAISAL LESS THAN SALE PRI	CE.	
th	lotice of Low Appraisal. If the nan the Purchase Price, Buyer ppraisal, which includes a copy o	may, within 3 days after receipt	(as determined by a licensed appraiser) is less of a copy of the appraisal, give notice of low
	eller Response to Notice of ppraisal, give notice of:	Low Appraisal. Seller shall,	within 10 days after receipt of notice of lov
(a		ion of value, at Seller's expense ount not less than the Purchase l	e, by the same appraiser or another appraiser Price;
(b	<ul> <li>Seller's written consent to red appraisal;</li> </ul>	uce the Purchase Price to an am	nount not more than the amount specified in the
(c)			nore than the appraised value and for Buyer to Purchase Price exceeds the appraised value) to
(d)	) Seller's rejection of Buyer's no	otice of low appraisal.	
lf S Bu	Seller timely delivers consent to uyer's appraisal, then Buyer shal	reduce the Purchase Price to an I be bound by Seller's response.	amount not more than the amount specified ir
Вι	uyer's Reply.		
(a)	rejection of low appraisal or,	if Seller fails to respond, the da iisal contingency or (ii) terminate	or reconsideration of value, Seller's notice or y Seller's response period ends, whichever is e the Agreement, in which event the Earnesi
(b)	have 3 days to (i) accept and	represent that Buyer has sufficient	nt more than the appraised value, Buyer shall ent funds to close the sale in accordance with e Earnest Money shall be refunded to Buyer.
	yer's inaction during this reply oney to Buyer.	period shall result in terminatior	n of the Agreement and return of the Earnest
Clo	osing Date. The Closing Date sh	all be extended as necessary to a	accommodate the foregoing times for notices.
		y shall be deemed waived unles f not filled in) of mutual acceptan	s Buyer gives notice of low appraisal to Seller ce of this Agreement.
incl	luding but not limited to structure		er shall permit inspections required by lender, electrical, septic, and well inspections. Seller

Buyer's Initials

Form 22AC Loan/Lender Change Addendum Rev. 7/15 Page 1 of 1

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13

#### LOAN/LENDER CHANGE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The followin	g is part of the Purchase	and Sale Agreement dated		······	1
between				("Buyer")	2
	Buyer	Buyer			Ĩ
and				("Seller")	3
S	Seller	Seller			
concerning				(the "Property").	4
stranen estador tantan 1997 bil	Address	City	State Zip		
		6			

The Financing Addendum (Form 22A) requires Buyer to secure Seller's consent to change either the type of loan at 5 any time or the lender after the agreed upon time to apply for financing expires. If Buyer fails to do so, Buyer waives 6 the Financing Contingency. 7

#### SELLER'S CONSENT TO CHANGE TYPE OF LOAN.

### SELLER'S CONSENT TO CHANGE LENDER.

Date

#### INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

The followin	g is part of the Purchase a	and Sale Agreement dated			1
between	Buyer	Power		("Buyer")	2
and	ooyar	Buyer		("Seller")	3
concerning	Seller	Seller		(the "Property").	4
concerning	Address	City	State Zip	(the Property).	7

This Increased Down Payment for Low Appraisal Addendum modifies the Financing Addendum (Form 22A) as follows: 5

- ADDITIONAL DOWN PAYMENT. If Buyer's lender's appraised value of the Property is less than the Purchase 6 Price, Buyer shall pay additional funds up to \$ \_\_\_\_\_\_ ("Buyer's Additional Funds") towards 7 Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close this sale in 8 accordance with this Addendum. 9
- BUYER'S NOTICE TO SELLER. If Buyer becomes aware that the sum of (a) lender's appraised value and (b) 10 Buyer's Additional Funds is less than the Purchase Price, Buyer shall deliver written notice to Seller of that fact, 11 including a copy of the lender's appraisal, within \_\_\_\_\_ days (3 days if not filled in). 12
- SELLER RIGHT TO REDUCE PRICE OR TERMINATE. If Seller receives the above notice from Buyer, Seller 13 may deliver notice to Buyer within \_\_\_\_\_ days (3 days if not filled in): (a) reducing the Purchase Price to an 14 amount equal to lender's appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, in which 15 case the Earnest Money shall be refunded to Buyer. If Buyer waives the Financing Contingency in the Financing 16 Addendum (Form 22A), Buyer shall be obligated to purchase the Property for the Purchase Price and Seller shall 17 not have the right to terminate the Agreement under this Paragraph 3.
- FINANCING ADDENDUM. This Addendum replaces the "Appraisal Less Than Sale Price" provision in the Financing Addendum (Form 22A).
- 5. OTHER.

21

Form 22ADN Notice for Form 22AD Rev. 7/19 Page 1 of 1

#### NOTICE FOR INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM

etween		("B	Buyer'
Buyer	Buyer		1999
d		("S	Seller'
Seller	Seller		
ncerning		(the "Prop	erty")
Address	City	State Zip	
YER'S NOTICE:			
		nd (b) Buyer's Additional Funds in the Increa ase and Sale Agreement (Form 22AD	
\$	, which is an amount less than the	Purchase Price.	) is
33.5			
5			
κ. Έ			
1 			
Buyer	 Date B	uyer [	Date
Buyer	Date B	uyer [	Date
Buyer	Date B	uyer [	Date
Buyer	Date B	uyer [	Date
	Date B	uyer [	Date
LER'S RESPONSE:			
LER'S RESPONSE: CONSENT TO REDUCTIO	<b>ON IN PURCHASE PRICE.</b> Selle (an amount equal to lender's appra	r consents to reduce the Purchase Price aised value plus Buyer's Additional Funds)	e to
LER'S RESPONSE: CONSENT TO REDUCTIO	ON IN PURCHASE PRICE. Selle	r consents to reduce the Purchase Price aised value plus Buyer's Additional Funds)	e to
LER'S RESPONSE: CONSENT TO REDUCTIO 5 consent to the reduction in 1	ON IN PURCHASE PRICE. Selle (an amount equal to lender's appra Purchase Price is not a notice and mu	r consents to reduce the Purchase Price aised value plus Buyer's Additional Funds)	:e to ). *A

SellerDateSeller17SellerDate18

Form 22AL Request for Loan Information Rev. 7/15 Page 1 of 1

#### **REQUEST FOR LOAN INFORMATION**

The followin	g is part of the Purchase	and Sale Agreement dated			1
between	Buyer	B.L.C.		("Buyer")	2
and		Buyer		("Seller")	3
concerning	Sallar	Seller	- 1. m 1	(the "Property").	4
Latta statist	Address	City	State Zip	(are rispert) //	

Request for Loan Information. Pursuant to Section 2 in the Financing Addendum (Form 22A), Seller requests that 5 Buyer give notice of the status of Buyer's loan application. Buyer shall use the Loan Information Notice (Form 22AP) 6 for that notice. 7

Seller

Date

Seller

Date

Form 22AP Loan Information Notice Rev. 7/15 Page 1 of 1

The following is part of the Purchase and Sale Agreement dated 1 between \_ ("Buyer") 2 Buyer Buyer ("Seller") and 3 Seller Seller concerning (the "Property"). 4 City Address State Zip Buyer represents and warrants the following information is true and correct. 5 Buyer made loan application, which included Buyer's name, income, social security number (if required), the Property 6 address, purchase price, and the loan amount on 7 Date to \_\_\_\_\_\_ Bank/Mortgage Company ("lender"). 8 Buyer authorizes Listing Firm, Listing Broker, and Seller to contact lender to inquire about the status of Buyer's loan 9 approval any time before Closing. Buyer will execute an authorization form, if required by lender, to accomplish the 10 same. 11 Buyer has provided the following information to lender: 12 Recent paystubs (prior 30 days); 13 Form W2 (Wage and Tax Statement) for prior two years; 14 Form 1040 (Individual Income Tax Return) for prior two years; 15 Any applicable business tax return forms for prior two years; 16 Checking and savings account statements from prior two months; 17

	Securities account statements for prior two months, including investments, retirement funds, etc.;	18
	Proof of any debts, including car loans, student loans, credit card accounts, etc.;	19
	Mortgage statements and any home equity lines of credit related to other real property owned by Buyer;	20
	Lease agreements, real property tax payments, homeowner's association payments, and homeowner's insurance information related to other real property owned by Buyer;	21 22
	Confirmation of source of down payment (e.g. savings, gift, sale of stock, loan, etc.);	23
	Copy of driver's license(s);	24
12.00		

Other \_\_\_\_\_; and 25 Other \_\_\_\_\_ 

Buyer has provided lender with the above information and any additional information lender has required Buyer to	27
provide to lender before the date of this notice.	28

Buyer

Date

29

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Re	otice of Low Appraisal ev. 7/19 lige 1 of 1	NOTICE OF LO	W APPRAISAI	Northwest Multiple Lis ALL RIGHTS RES	
	ne following is part of the Purchase	e and Sale Agreement dat	ed		
be	etween	÷		("B	luyer
an	N/ 01178	Buy		/*C	eller
cai	Seller	Selle	ər	(s	ene
co	ncerning	City		(the "Prop(the "Prop	erty
		M. L. I.		Same and a	
BL	JYER'S NOTICE OF LOW APPR/ Buyer gives notice that Buyer's I	lender's appraised value o	of the Property	is less than the Purchase Price. A	сор
	of lender's appraisal is attached	to this notice.			
	Buyer	Date	Buyer		Date
SE	LLER'S RESPONSE:				
ב	NOTICE OF REAPPRAISAL/R reconsideration of value has be promptly seek lender's approval	een completed in an an	nount not less	ller gives notice that a reapprais than the Purchase Price. Buyer ie.	al oi shal
3	\$ (an amou	nt not more than the am al by another appraiser a	nount specified acceptable to f	nts to reduce the Purchase Pric in the appraisal or reappraisal by Buyer's lender, whichever is higher gned by each Seller.	/ the
ב		int more than the apprais	sed value of th	to reduce the Purchase Price e Property). *A proposal to reduce	
2	NOTICE OF REJECTION OF L	OW APPRAISAL. Seller a reappraisal or reconside	r gives notice f eration of value	hat Seller rejects Buyer's notice of to be completed; (2) does not con the Purchase Price.	
	Seller	Date	Seller		Date
U	YER'S REPLY:				
1	NOTICE OF TERMINATION. B Money shall be refunded to Buyer		uyer elects to	terminate this Agreement. The Ear	nest
1	NOTICE OF WAIVER OF FIN. Financing Addendum (Form 22A)		Y. Buyer wai	ves the financing contingency in	the
	Price to an amount more than Financing Addendum (Form 22A	the appraised value of ). Buyer represents that	the Property t Buyer has s	iller's proposal to reduce the Purch pursuant to Paragraph 7(b)(iii) in ufficient funds to close the sale un hase price is not a notice and mus	the
1	than the appraised value of the P	roperty pursuant to Parag USDA financing and give	graph 7(b)(ii) ir es notice that	Purchase Price to an amount not n the Financing Addendum (Form 2 Buyer will close at the reduced p by each Buyer.	2A).

Buyer

Date

Buyer

Form 22AR Financing Contingency Notice Rev. 7/15 Page 1 of 1

FINANCING CONTINGENCY NOTICE

The following is part of the Pu	chase and Sale Agreement	dated		
etween			i i i i i i i i i i i i i i i i i i i	("Buyer'
Buyer		Buyer		
dSeller		D+11		("Seller'
		Seller		
Address		City	State Zip	(the "Property"
e following notices are for u	se with Financing Addendum	(Form 22A):		
SELLER'S RIGHT TO TER	MINATE NOTICE.			
Seller hereby gives notice the	hat if Buyer does not waive th	ne financing conting	ency, Seller may te	rminate this
Agreement any time 3 days	after delivery of this notice.	5. R	R 9	
Seller	Date	Seller		Date
SELLER'S NOTICE OF TE	RMINATION.			
Seller hereby gives notice th	nat Seller elects to terminate	this Aareement Se	ler instructs the na	dy holding the
Earnest Money to disburse t	the Earnest Money to Buyer.	and rigiteeniena ee		ty nording the
Seller	Date	Seller		Date
BUYER'S NOTICE OF WAI	VER OF FINANCING CONT	INGENCY.		
Ruver waives the financing o	contingency set forth in the F	inancing Addendum	(Form 22A)	
says, warve the manning c	sinal goney set for an in the r			
Buyer	Date	Buyer		Date

Form 22AW Limited Waiver of Financing Contingency Rev. 12/09 Page 1 of 1

#### LIMITED WAIVER OF FINANCING CONTINGENCY ADDENDUM

between				("Buyer")
	Buyer	Buyer		( / /
and				("Seller")
	Seller	Seller		
concerning				(the "Property").
enandes doesne en andre een	Address	City	State Zip	

- Addendum (Form 22A).
   6
- APPRAISAL LESS THAN SALES PRICE. Paragraph 7 of the Financing Addendum (Appraisal Less Than Sales 7 Price) survives Buyer's waiver of the financing contingency.
- NO RIGHT OF TERMINATION. Seller may not terminate the Agreement under Paragraph 3 of the Financing 9 Addendum (Seller's Right to Terminate).

  10

Form 90H Buyer's Notice of Waiver Rev. 4/01 Page 1 of 1

#### BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY

The followin	g is part of the Purchase	and Sale Agreement dated		1
between	Buyer	Buver		("Buyer") 2
and		Juyu		("Seller") 3
concerning	Seller	Seller		(the "Property"). 4
CONTRACTOR .	Address	City	State Zip	

Buyer's Notice of Waiver of Financing Contingency. Buyer hereby gives notice that Buyer waives the financing 5 contingency set forth in the Financing Addendum. 6

Buyer

Date

Buyer

Date

Form 901 Buyer's Notice of Termination Rev. 4/01 Page 1 of 1

#### **BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE)**

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

Buyer's Notice of Termination (Financing Unavailable). Buyer hereby gives notice that, after a good faith effort, 5 Buyer is unable to obtain financing, and Buyer hereby elects to terminate the Agreement and demands the return of 6 the Earnest Money. 7

Buyer

Date

Buyer

Date

Form 22B Buyer's Property Contingency Addendum Rev. 2/17 Page 1 of 2

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

ne ion	owing is part of the Purchase and Sale Agreement dated	
etwee	NBuyerBuyer	("Buyer")
nd	Seller Seller	("Seller")
oncerr	ing Address City State Zip	(the "Property").
	NTINGENT ON SALE OF BUYER'S PROPERTY. This Agreement is contingent perty at	on Buyer selling Buyer's
	of, State of	_ (the "Buyer's Property")
"Co prop do s Prop term "sell	or before (if not filled in, 45 days after mutual acceptance of this period"). Buyer shall list Buyer's Property for sale on a multiple listing servi- perty with a licensed real estate firm within 5 days after mutual acceptance of this Ag so, this contingency shall be deemed waived and Paragraph 6(d) shall apply. If Bu perty or given notice waiving this contingency by the end of the Contingency Period, inate and the Earnest Money shall be refunded to Buyer. For the purposes of this Ag solar "sold" shall mean that Buyer has entered into a valid and enforceable age sale of Buyer's Property.	ice in the area serving the greement. If Buyer fails to uyer has not sold Buyer's then this Agreement shall ddendum, the terms "sell,"
writt (a) (b)	EN SELLER'S CONSENT IS REQUIRED ON SALE OF BUYER'S PROPERTY. B en consent before Buyer accepts any offer for the sale of Buyer's Property that: s contingent on the sale or closing of that (second) buyer's property; and/or has a closing date less than 30 or more than 60 days from the date of mutual ac Buyer's Property.	ана <b>н</b> - на ишенкат алылырына - каш ыларынал
lf Bu Agre purc defa	yer accepts any such offer without Seller's prior written consent, Seller shall have th ement from Buyer's notice that the contingency is satisfied (which notice shall includ hase and sale agreement for the sale of Buyer's Property) and, upon Seller's term ult and Seller shall be entitled to remedies as provided for in the Agreement. Inate, the Agreement shall not be affected.	de a complete copy of the ination, Buyer shall be in
(Fina appli acce conti for th	N APPLICATION. If this Agreement is contingent on Buyer obtaining financing incing Addendum), Buyer shall make written application for the Loan(s) (defined in cation fee, if required, for the subject Property □ within days (5 days if ptance of this Agreement, or □ within days (5 days if not filled in) ngency in this Addendum (from mutual acceptance if neither box checked). If Buye e Loan(s) until after satisfaction of this contingency, the timelines in Form 22A shall Paragraph 3 supersedes the requirement for Buyer's loan application in Form 22A.	f Form 22A) and pay the f not filled in) after mutual after Buyer satisfies the er is not required to apply
Selle anoth by th this o the E	PERTY REMAINS ON MARKET. Seller may keep the Property on the market in the r has received notice that Buyer has satisfied or waived this contingency. If prior to ber offer, Seller shall give notice to Buyer and shall give Buyer days e expiration of the contingency in Paragraph 1, whichever is earlier (the "Bump Pe ontingency. If Buyer does not timely waive or satisfy this contingency, this Agreer arnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bu in form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form.	that time, Seller accepts (5 days if not filled in) or eriod") to waive or satisfy ment shall terminate and
Buye and s of the	<b>FINGENCY SATISFIED</b> . Buyer shall give notice to Seller within 2 days of entering it 's Property (i.e., the contingency is "satisfied"). Buyer's notice shall include a compli- ale agreement for the sale of Buyer's Property. The sale of the Property shall close sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Noti Buyer may not extend the closing date for the sale of Buyer's Property without Selle	lete copy of the purchase e 3 days after the closing ice (Form 90K) or similar



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

Continued

#### 6. BUYER'S PROPERTY - FAILURE TO CLOSE.

- (a) <u>Notice to Seller</u>. Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property 46 has failed. If Buyer does not give such timely notice, then Buyer shall be in default. Such notice must be given 47 regardless of whether Buyer chooses to proceed with this Agreement.
- (b) <u>Contingency Survives</u>. If the sale of Buyer's Property fails to close through no fault of Buyer before expiration 49 of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency 50 Period has expired.
- (c) <u>Agreement Terminates</u>. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration 52 of the Contingency Period, then this Agreement shall terminate and the Earnest Money shall be refunded to 53 Buyer.
- (d) <u>Waiver by Buyer</u>. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the 55 Contingency Period, Buyer shall have the option of waiving the contingency and proceeding with the 56 Agreement. By waiving this contingency, Buyer also waives all other conditions in this Agreement (including 57 financing or any other contingency). If Buyer waives this contingency (whether after failure of Buyer's Property 58 to close or otherwise), the sale of the Property shall close 30 days after Buyer's waiver.
- (e) <u>Waiver by Buyer New Construction</u>. If at the time of Buyer's waiver, a Certificate of Occupancy (CO) or its 60 equivalent for the Property has not been issued by the applicable government authority, then Buyer shall 61 close within \_\_\_\_\_\_ days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, 62 or equivalent, has been issued or within 30 days of waiver, whichever is later. 63
- CLOSING DATE. The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement.
- 8. OTHER.

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66

Form 44
Bump Notice
Rev. 7/15
Page 1 of 1

#### BUMP NOTICE

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(Notice that Seller has accepted another offer)

The following is part of the Purchase and Sale Agreement dated

between					("Buyer")	0
en anderense	Buyer	Buyer				2
and					("Seller")	3
<u></u>	Seller	Sellar		_		Ŭ
concerning					(the "Property").	4
ana ana ana ang Au	Address	City	State	Zip		

Seller gives notice that Seller has accepted another offer to purchase the Property as permitted by the Buyer's Sale of 5 Property Contingency Addendum (Form 22B). 6

Unless Buyer gives notice before expiration of the Bump Period that Buyer has satisfied or waived the contingency, 7 the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should use the Bump 8 Response (Form 46) to respond to this notice.

Seller

Date

Seller

Date

Form 46
Bump Response
Rev. 2/17
Page 1 of 1

The following	ig is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
Webbiological and a	Buyer	Buyer			4
and				("Seller")	2
	Seller	Seller		( ••••••• /	3
concerning	_0V_N			(the "Property").	4
	Address	City	State Zip	A second s	

Bump Response. In response to notice that Seller has accepted another offer to purchase the Property (the "Bump 5 Notice"), Buyer gives notice as follows: 6

Buyer's Property Sold – Contingency Satisfied. Buyer has accepted an offer to sell Buyer's Property that is not contingent on the sale or closing of another property and that will close no less than 30 days and no more than 60 days from the date Buyer accepted the offer (or as otherwise consented to by Seller).

For this notice to be effective, Buyer shall attach a copy of the complete purchase and sale agreement for the sale of Buyer's Property. If the sale of Buyer's Property fails to close, Buyer will give notice to Seller within two days, as required by the Buyer's Sale of Property Contingency Addendum (Form 22B).

- Buyer's Property Not Sold Contingency Waived. Buyer has not accepted an offer to sell Buyer's 13 Property; however, Buyer waives the contingency in Buyer's Sale of Property Contingency Addendum (Form 14 22B). Buyer understands that by waiving this contingency, Buyer waives all other contingencies in the 15 Agreement (including inspection, financing, etc.).
- Buyer's Property Not Sold Agreement Terminated. Buyer has not accepted an offer to sell Buyer's 17 Property. The Agreement is terminated and the Earnest Money shall be refunded to Buyer.

Buyer

Date

Buyer

Date

Form 90K Contingency Property Notice Rev. 2/17 Page 1 of 1

### CONTINGENCY PROPERTY NOTICE

between			("Buye	er") 2
	Buyer	Buyer		
and			("Selle	er") 3
	Seller	Seller	· · · · · · · · · · · · · · · · · · ·	
concerning	Address	City	(the "Property(the "Property	/"). 4
conting	ent on the sale or closing		ccepted an offer to sell Buyer's Property that is ill close no less than 30 days and no more thar nsented to by Seller).	
of Buye	r's Property. If the sale of		omplete purchase and sale agreement for the s , Buyer must give notice to Seller within two da lum (Form 22B).	
		on. Buyer hereby gives notice rminated and the Earnest Mon	that the sale of Buyer's Property has failed or v ey shall be refunded to Buyer.	will 11 12
will fail		in Buyer's Sale of Property	ce that the sale of Buyer's Property has failed Contingency Addendum (Form 22B) is reinstat	
Buyer's	Sale of Property Cont	ingency Addendum (Form 2	erty; however, Buyer waives the contingency 2B). Buyer understands that by waiving the the second state of	
				19

- Seller's Notice First Buyer's Contingency Satisfied or Waived. Seller hereby gives notice to Second Buyer 20 that First Buyer responded to the Bump Notice and satisfied or waived First Buyer's Sale of Property 21 Contingency. The Second Sale Agreement is terminated and the Earnest Money shall be refunded to Second 22 Buyer.
- Seller's Notice First Buyer Terminated Prior Sale. Seller hereby gives notice to Second Buyer that First 24 Buyer responded to the Bump Notice by terminating the Prior Sale. The Second Sale Agreement shall proceed to 25 Closing.

Form 90L Buyer's Request/Seller's Consent Rev. 2/17 Page 1 of 1

### BUYER'S REQUEST FOR SELLER'S CONSENT - CONTINGENT SALE

etween _	Buyer		luyer	("Buye
1d	Seller		eller	("Selle
ncerning	o on or a	8.3		(the "Property
neerning	Address	c	ity	State Zip
Buyer	quest. Buyer requests	that Seller consent to the 	e following regarding t	the sale of the Contingency Proper Date
1995 (1994 <del>-1</del> 999), 19			18-3454 <b>-6</b> 02012	
eck the a	pplicable box:			
		laved Closing Seller h	ereby gives notice of	Seller's consent for Buyer to exter
the Clos	sing Date for the sale of	the Contingency Proper	ty to	_, pursuant to the purchase and sa
agreem	ent dated			
Seller		Date	Seller	Date
	and construction of the second s			
				notice of Seller's consent to the sa
of the C	contingency Property pu	rsuant to the purchase		notice of Seller's consent to the sa t dated, which
of the C		rsuant to the purchase		
of the C	contingency Property pu	rsuant to the purchase		
of the C	contingency Property pu	rsuant to the purchase		
of the C continge	contingency Property pu	rsuant to the purchase buyer's property.	and sale agreement	t dated, which
of the C continge Seller	contingency Property pu ent upon the sale of that	rsuant to the purchase buyer's property.  Date	and sale agreement	t dated, which
of the C continge Seller Seller's	Contingency Property put ent upon the sale of that Notice of Consent-Pe	nsuant to the purchase buyer's property. Date nding Sale. Seller he	and sale agreement Seller reby gives notice of	t dated, which Date Seller's consent to the sale of th
of the C continge Seller Seller's Continge	Contingency Property put ont upon the sale of that Notice of Consent-Pe ency Property pursuant	nsuant to the purchase buyer's property. Date Date nding Sale. Seller he t to the purchase and	and sale agreement Seller reby gives notice of d sale agreement d	t dated, which
of the C continge Seller Seller's Continge	Contingency Property put ent upon the sale of that Notice of Consent-Pe	nsuant to the purchase buyer's property. Date Date nding Sale. Seller he t to the purchase and	and sale agreement Seller reby gives notice of d sale agreement d	t dated, which Date Seller's consent to the sale of th
of the C continge Seller Seller's Continge	Contingency Property put ont upon the sale of that Notice of Consent-Pe ency Property pursuant	nsuant to the purchase buyer's property. Date Date nding Sale. Seller he t to the purchase and	and sale agreement Seller reby gives notice of d sale agreement d	t dated, which Date Seller's consent to the sale of th
of the C continge Seller Seller's Continge	Contingency Property put ont upon the sale of that Notice of Consent-Pe ency Property pursuant	nsuant to the purchase buyer's property. Date Date nding Sale. Seller he t to the purchase and	and sale agreement Seller reby gives notice of d sale agreement d	t dated, which Date Seller's consent to the sale of th
of the C continge Seller Seller's Continge	Contingency Property put ent upon the sale of that Notice of Consent-Pe ency Property pursuant nt upon the closing of a	nsuant to the purchase buyer's property. Date Date nding Sale. Seller he t to the purchase and	and sale agreement Seller reby gives notice of a sale agreement d er's property.	t dated, which Date Seller's consent to the sale of the dated, which
of the C continge Seller's Continge Continge Seller	Notice of Consent-Pe ency Property pursuant nt upon the closing of a	rsuant to the purchase buyer's property. Date nding Sale. Seller he t to the purchase and pending sale of that buy	and sale agreement Seller reby gives notice of d sale agreement d er's property. Seller	t dated, which Date Seller's consent to the sale of th dated, which Date
of the C continge Seller's Continge Continge Seller Seller's	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Exte	rsuant to the purchase buyer's property. Date nding Sale. Seller he t to the purchase and pending sale of that buy	and sale agreement Seller reby gives notice of d sale agreement d er's property. Seller hereby gives notice of	t dated, which Date Seller's consent to the sale of th dated, which Date
of the C continge Seller's Continge Seller Seller's Continge	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Extended Notice of Consent-Extended	nding Sale. Seller he buyer's property. Date Date nding Sale. Seller he to the purchase and pending sale of that buy conded Closing. Seller to the purchase and sa	and sale agreement Seller reby gives notice of d sale agreement d er's property. Seller hereby gives notice of e agreement dated	t dated, which Date Seller's consent to the sale of th dated, which Date Date
of the C continge Seller's Continge Seller Seller's Continge	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Exte	nding Sale. Seller he buyer's property. Date Date nding Sale. Seller he to the purchase and pending sale of that buy conded Closing. Seller to the purchase and sa	and sale agreement Seller reby gives notice of d sale agreement d er's property. Seller hereby gives notice of e agreement dated	t dated, which Date Seller's consent to the sale of th dated, which Date
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of the C continge Seller's Continge Continge Seller's Continge for a clos Seller Seller Seller Seller's Continge	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Ext ing date more than 60 d	rsuant to the purchase buyer's property Date nding Sale. Seller he t to the purchase and pending sale of that buy ended Closing. Seller to the purchase and sal ays from the date of mu Date edited Closing. Seller o the purchase and sal	and sale agreement Seller	t dated, which Date Seller's consent to the sale of th dated, which Date of Seller's consent to the sale of th , which provide Date
of the C continge Seller's Continge Continge Seller's Continge for a clos Seller Seller Seller Seller	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Extended Date The pursuant the theory of the the t	rsuant to the purchase buyer's property Date nding Sale. Seller he t to the purchase and pending sale of that buy ended Closing. Seller to the purchase and sal ays from the date of mu Date edited Closing. Seller o the purchase and sal	and sale agreement Seller	t dated, which Date Seller's consent to the sale of th dated, which Date of Seller's consent to the sale of th  Date
of the C continge Seller's Continge Continge Seller's Continge for a clos Seller Seller Seller Seller's Continge	Notice of Consent-Pe ency Property pursuant nt upon the closing of a Date Notice of Consent-Ext ing date more than 60 d	rsuant to the purchase buyer's property Date nding Sale. Seller he t to the purchase and pending sale of that buy ended Closing. Seller to the purchase and sal ays from the date of mu Date edited Closing. Seller o the purchase and sal	and sale agreement Seller	t dated, which Date Seller's consent to the sale of th dated, which Date of Seller's consent to the sale of th  Date

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

### BUYER'S PENDING SALE OF PROPERTY CONTINGENCY ADDENDUM

between				("Buyer")
	Buyer	Buyer		
and		27 		("Seller")
	Seller	Seller		
concerning				(the "Property").
2002/1999/2002/01/01/2002/ <del>02</del> /11	Address	City	State Zip	<ul> <li>A Decision D. House Decision (M. 1913)</li> </ul>

- PENDING SALE OF BUYER'S PROPERTY. This Agreement is contingent on the closing of the sale of 1. 5 Buyer's property located at 6 pursuant to the purchase and sale agreement dated 7 (the "Pending Sale"). The complete purchase and sale agreement for the Pending Sale must be attached to this Agreement. The term 8 Pending Sale includes property that may be subject to an inspection, feasibility, or any other contingency. 9
- 2. PENDING SALE CLOSING DATE. Buyer may not extend the Closing Date of the Pending Sale, if such 10 extension would delay the closing of this Agreement, without Seller's prior written consent. 11
- 3. FAILURE TO CLOSE. If, through no fault of Buyer, the Pending Sale does not timely close, this Agreement 12 shall terminate and the Earnest Money shall be refunded to Buyer. However, Buyer may elect to waive this 13 contingency by providing notice to Seller of such waiver simultaneously with notice that the Pending Sale 14 failed to timely close. If Buyer waives this contingency, then Paragraph 5 below shall apply. 15
- 4. NOTICE OF FAILURE TO CLOSE. Buyer must give notice to Seller within 2 days of learning that the 16 Pending Sale has failed. Such notice must be given regardless of whether Buyer chooses to proceed with this 17 Agreement. If Buyer does not timely give such notice, then Buyer shall be in default. 18
- BUYER'S WAIVER. Buyer's waiver of this contingency constitutes the waiver of all other contingencies in this 19 5. Agreement (including, without limitation, any inspection, financing, or other contingency). 20
- 6. OTHER.

Date



Form 90U Pending Sale Notice Rev. 7/19 Page 1 of 1

**BUYER'S PENDING SALE CONTINGENCY NOTICE** 

The followin	g is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
	Buyer	Buyer			
and				("Seller")	3
1998-1999 - 1999	Seller	Seller			-
concerning				(the "Property").	4
	Address	City	State Zip	, , , , , , , , , , , , , , , , , ,	2

- Failure to Close and Termination. Buyer hereby gives notice that the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum (Form 22Q) has failed or will fail to close. This Agreement shall 6 terminate and the Earnest Money shall be refunded to Buyer.
- Waiver. Even though the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum 8 (Form 22Q) has not closed, Buyer hereby elects to proceed with this Agreement, waives the Pending Sale of 9 Property Contingency, and agrees to close this sale as provided in the Agreement. Buyer understands that by 10 waiving the Pending Sale of Property Contingency, Buyer waives all other remaining contingencies (including 11 financing and inspection) in the Agreement.

Buyer

Date

Buyer

### SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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	n ("Buyer")
4	
nd	Seller Seller")
nce	
	Address City State Zip
G	NERAL TERMS
Α.	Limited Use. Buyer represents that the Property $\Box$ will; $\Box$ will not (will, if not filled in) be used for a residential dwelling. If the Property will be used for a residential dwelling, this Addendum may only be used if:
	i. Seller is a natural person (and not a loan originator), estate or trust;
	ii. Seller has not financed the sale of another property within the past 12 months;
	<li>Seller did not construct or act as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business;</li>
	<ol> <li>The repayment schedule does not result in a negative amortization;</li> </ol>
	<ul> <li>v. The financing has a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases; and</li> </ul>
В.	Washington State DFI Waiver. If the Property is used for a residential dwelling, Seller shall obtain a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3). If Seller does not give notice to Buyer that Seller has obtained the DFI waiver within days (5 days if not filled in) of mutual acceptance, Buyer may terminate the Agreement at any time prior to Seller giving such notice. If Buyer terminates under this Paragraph, the Earnest Money shall be refunded to Buyer.
C.	Limited Practice Board Forms. The current version of any Limited Practice Board ("LPB") form referenced below shall be attached to this Agreement as a blank form.
D.	Attorney Review. Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived).
	If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre- printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by egal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
	Prior Indebtedness and Security. Seller understands that Seller's security interest in the Property may be nferior to a third party's interest in the Property, such as a prior lender.
PA	MENTS TO SELLER AND METHOD OF PAYMENT
	<b>Down Payment</b> . Buyer shall pay a down payment, including Earnest Money, which shall be applied to the Purchase Price at Closing as follows:
	Earnest Money: \$ + Additional Money Down: \$ = Total Down Payment \$

# SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT Continued

В.		nterest Rate. The balance of the Purchase Price (the "Indebtedness") shall accrue interest at% per nnum. Interest will begin to accrue on □ Closing; □ (Closing if not checked).	38 39
C.	Р	ayments to Seller. Buyer shall pay (check applicable box):	40
	Ì.	No installment payments are required.	41
	ii.	Principal and interest installments of \$	42
	III.	Interest only payments on the outstanding principal balance.	43
	٦ŀ	ne installment payments, if any, shall begin on the day of, and	44
		all continue on the day of each succeeding (check applicable box):   calendar month;   third	45
	ca	ilendar month; 🛛 sixth calendar month; 🖵 twelfth calendar month; 🖵 Other:	46
D.		Promissory Note and Deed of Trust	47
	i.	Security. The Indebtedness shall be evidenced by a Promissory Note and a D first; D second;	48
		third (first, if not filled in) Deed of Trust, as set forth below.	49
	ij,	Promissory Note. Buyer agrees to sign at Closing LPB Form 28A (Promissory Note).	50
	iii.	Deed of Trust. Buyer agrees to sign at Closing the following selected form (check applicable box):	51
		a. D LPB Form 22 (Deed of Trust) securing the Property; or	52
		b. D LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties	53
		shall initial the Due on Sale clause, which provides: "The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this	54 55
		provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due	
		and payable, unless prohibited by applicable law."	57
	iv.	Due Date. The balance of principal and accrued interest shall be due and payable in full on day of	58 59
			-8-97
	V.	Default and Default Interest. During any period of Buyer's default, the principal shall bear interest at the rate of % per annum (18% if not filled in) or the maximum rate allowed by law, whichever	60 61
		is less. A late charge of \$ or% of any installment payment (5% of the	62
		payment if neither is filled in) shall be added to any payment more thandays late (15 days if not filled in). If Buyer has not cured any default within(30 days if not filled in) after written	63
		not filled in). If Buyer has not cured any default within (30 days if not filled in) after written notice, Seller may declare all outstanding sums immediately due and payable.	64 65
	vi.	Prepayment. Buyer may prepay all or part of the balance owed under this Agreement at any time without	66
		penalty.	67
	vii.	□ No Further Encumbrances. Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. If selected, the Deed of Trust shall include the following provision:	68 69
		As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not	70
		further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of	71 72
		Y 가장 이 바람에 가장 이 눈가 가장 가장 이 있는 것 같아요. 이 가 있다. 것 이 가 있다고 있는 것 같아요. 이 것 것 같아요. 이 것 ? 이 것 ? 이 것 ? 이 것 ? 이 ? 이 것 ? 이 ? 이	73
			74 75
		property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable,	75 76
		whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien,	77
		mechanic's or materialmen's lien or any other type of encumbrance or title defect.	78

SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT Continued

#### Ε.

	E.		Real	estate Contract	79
				f the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy lable only by using a real estate contract.	80 81
		I.		<b>Estate Contract.</b> The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree al and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is ed:	
			а. 🛛	Substitution and Security on Personal Property	85
			b. 🗖	Alterations	86
			c. 🛛	Due on Sale	87
			d. 🗖	Pre-Payment Penalties on Prior Encumbrances	88
			e. 🛛	Periodic Payments on Taxes and Insurance (The payments during the current year shall be	89
				\$)	90
		П,	Casi	h Out. The entire balance of principal and interest shall be due and payable in full not later than	91
					92
3.	AS A. B.	Con othe sale Agre	Assum sent of r encur , Buyer eement days if r	DERLYING OBLIGATIONS AND METHOD OF PAYMENT ed Obligations. Buyer shall assume the following obligations \$	93 94 95 96 97 98 99 100
		5, 5	don due		100
	C.		Seller V	Vrap of Existing Loan.	101
		Pay	nents.	From the payments by Buyer to Seller, Seller will pay the monthly payments of	102
		\$		due on an existing loan by (the lender)	103
		havir	ng an a	pproximate present principal balance of \$ with interest at	104
				% per annum computed on the unpaid principal and secured by the Property. Such balance	
				obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and	
				Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is	
		not II	i defaul	t to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.	108
	D.		Cash Do	own to Existing Loan.	109
				Loan. Buyer agrees to assume, at Closing, an existing Deed of Trust; D Mortgage;	
		18 1	The OI	Louis dy co assume, at olosing, an existing L beeu of must, L Moltgage,	10

□ Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, 111 including Earnest Money, at Closing. The assumed Ioan D is; D is not an Adjustable Rate Mortgage 112 ("ARM"). The monthly payments could increase or decrease if the assumed loan is an ARM. 113



#### SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

ii. Loan Amount and Payments. The assumed loan has a principal balance of approximately

and is payable in monthly installments of approximately 115

\$\_\_\_\_\_\_ including interest at \_\_\_\_\_\_% per annum computed on the declining 116 principal balance, and including □ real estate taxes; □ hazard insurance. Seller shall pay any 117 delinquencies at Closing. 118

- iii. Seller Warranty Loan is Assumable. Seller warrants that the assumed loan is assumable provided 119 that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 120 the assumed loan.
- iv. D Buyer Review Period. This Agreement is conditioned upon Buyer's review of the assumed loan.
   Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within \_\_\_\_\_\_123
   days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived).
- v. D Seller Review Period. Seller understands that when a loan is "assumed," Seller may remain liable to 125 pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 126 Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 127 disapproval of the terms of the assumed loan within \_\_\_\_\_\_ days (5 days if not filled in) of mutual 128 acceptance, this contingency shall be deemed satisfied (waived).

### 4. OTHER TERMS (Check all that apply).

- A. D Payments to Collection Account.
  - Collection Account. Buyer's payments to or on behalf of Seller shall be made to a contract collection 132 account at \_\_\_\_\_\_ (the "Collection Account"), 133
     □ to be established and paid for by Buyer and Seller equally; or □ to be established and paid for as 134 follows: \_\_\_\_\_\_\_ (established and paid for equally if not filled in). 135 Closing Agent □ may; □ may not (may if not checked) collect Collection Account set-up fees and annual 136 escrow fees at Closing. 137
  - ii. D Escrow. The Collection Account shall also serve as escrow for a request for reconveyance or 138 fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 139 Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 140 full payment of funds due and owing have been received by the Collection Account.
  - iii. Taxes and Insurance. In addition to payments for the principal and interest, additional amounts 142 determined by the Collection Account holder shall be paid by Buyer and applied to real property taxes; 143
     insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 144 Agent may; may not (may if not checked) collect the initial deposit for taxes and insurance at Closing. 145
- B. Seller's Review of Buyer's Finances Contingency. This Agreement is conditioned upon Seller's review 146 and approval, in Seller's sole discretion, of (i) Buyer's credit report and score; (ii) Buyer's income tax 147 returns for the prior \_\_\_\_\_\_ years (3 years if not filled in); (iii) verification of Buyer's employment 148 from Buyer's employer; and (iv) other \_\_\_\_\_\_. 149 Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 150 within \_\_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to 151 Buyer of Seller's disapproval of the applicable conditions within \_\_\_\_\_\_ days (2 days if not filled in) 152 of the date the information is due, this contingency shall be deemed satisfied (waived).
- C. C Title Insurance. Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's 154 security interest and shall pay for an extended lender's title insurance policy if the cost of such extended 155 policy does not exceed the cost of a standard policy by more than ten percent (10%).

Date

130 131

Form 22CIC Common Interest Community Rev. 7/18 Page 1 of 1

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### COMMON INTEREST COMMUNITY ADDENDUM TO PURCHASE & SALE AGREEMENT

The followin	g is part of the Purchase a	and Sale Agreement dated			1
between	Buyer	Buier		("Buyer")	2
and		Buyer		("Seller")	3
concerning	Seller	Seller		(the "Property").	4
	Address	Спу	State Zip		

- Common Interest Community. The Property is a part of a Common Interest Community ("CIC") as defined in RCW 64.90.
  - a. CICs include certain condominium, cooperative, plat, leasehold, and miscellaneous communities created after July 1, 2018 or CICs created before July 1, 2018 that have amended their governing documents to provide that RCW 64.90 will apply.
- 2. Public Offering Statement or Resale Certificate (whichever is applicable):

received \_\_\_\_\_; deliver to Buyer \_\_\_\_\_ days after mutual acceptance.

- a. Public Offering Statement. This paragraph only applies if a Public Offering Statement is required by RCW 64.90. If Buyer has not received a Public Offering Statement, Seller shall deliver a Public Offering Statement to Buyer by the date specified above. Buyer shall be deemed to have approved the Public
   14 Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same.
   15 If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- **Resale Certificate.** This paragraph only applies if a Resale Certificate is required by RCW 64.90. If Buyer
   has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified
   above. Buyer shall be deemed to have approved the Resale Certificate unless, within 5 days following
   receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this
   Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Form 27CIC			
Common Interest	Cmty	Resale	Cert.
Rev. 7/18	0000000		
Page 1 of 4			

# COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

		Unit Num	ber/Address:			1
						2
		Buyer:	Buyer	Buyer		3
pr th	epar is ce	ed by the real estate tificate. If there is in	a statutory equivalent n broker. The preparer m sufficient space to fully	nust be prepared by the association's out of the second seco	officer or its authorized agent. It cannot be every exhibit listed. The preparer must sign litional information which would affect any	n 5
fo	the f	ailure or delay of the a	issociation to provide the	fee greater than the amount set forth be certificate in a timely manner, but the pu s thereafter or until conveyance, which	elow. A unit owner is not liable to a purchase urchase contract is voidable by the purchase ever occurs first.	r 8 r 9 10
Tł	ie inf	ormation furnished is	based on the books ar	d records of the association and the a	ctual knowledge of the preparer.	11
1.	RI	GHT OF FIRST REF the free alienability of	USAL/RESTRAINT OI of the unit contained in	ALIENATION. There I is; I is not the declaration. If there is, please des	a right of first refusal or other restraint scribe:	12 13
						14 15
2.	AS (a)	SESSMENT The assessment cu	irrently due for the unit	is \$		16 17
						. 18
	(c)		ssessments levied aga per 🗆 month; 🗅 other		which \$ is past due, and the	19 20
						21 22
3.	DE aga	INQUENT ASSESS	MENTS. As of ciation that are past du	(must be a date withi e over 30 days: □ none; □ totaling \$	n the past 45 days) there are assessments	23 24
4.	DEI are	INQUENT ASSOCIA	ATION OBLIGATIONS	. As of (mus ch are past due over 30 days: □ none	t be a date within the past 45 days) there ; □ totaling \$	25 26
5.	in;	S. The following fees □ move-out; □ resa cribe):	s are payable to the ass le certificate;	ociation by unit owners: □ fines for vio I copying; □ parking; □ storage; □ r	lation of rules;  I late payments;  I move- rental of units;  use of common facilities	27 28 29
						30 31
	•	ther (describe):				32
						33 34
6.				REPLACEMENT COST.		35
	A14331  )	approved annual buc	iget of the association,	icipated expenditure, repair, or replace regardless of whether the unit owners	ement cost in excess of 5% of the board- s are entitled to approve such cost.	36 37
		If there are, the amou	unt is \$			38

C	orm 2 ommo ev. 7/ age 2	Interest Cmty Resale Cert. COMMON INTEREST COMMUNITY (RCW 64.90) Northwest Multiple Listing Server	ice
7.	R	ERVE STUDY. The association 🗆 does; 🗆 does not have a reserve study prepared in accordance with RCW 64.90.	39
8.		ATISFIED JUDGMENTS AND LEGAL ACTIONS. There are unsatisfied judgments against the association, as follows: one;  to totaling \$	40 41
		e are legal actions in which the association is a party or claimant: □ none; □ as follows (state parties, nature of the claims( unts claimed, and the status of the claim):	s), 42 43 44 45
9.	IN	JRANCE.	46
	(a)	The insurance broker or agent for the association's insurance policy is:	47
		Name:	48
		Address:	_ 49
		Phone: E-mail:	- 50
	(b)	Describe any insurance coverage carried by the association:	51
	2.0		52
10.	tha	TING USES, ALTERATIONS, OR IMPROVEMENTS. The board D has; D has not given or received notice in a reco any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elemen ated to that unit violate any provision of the governing documents. If there are, please describe:	rd 54 ts 55 56 57 58
11.	DE	ARANT.	59
	(a)	here are units in the association that are owned by the declarant.	60
	(b)	The declarant □ transferred control of the association to the unit owners on; □ has n ransferred control of the association.	ot 61 62
12.	gov con	RONMENTAL, HEALTH, AND BUILDING CODE. The board D has; D has not received notice in a record from nmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, to the limite ion elements allocated to that unit, or any other portion of the common interest community that has not been cured. If the lease describe:	d 64
			67 68
13.		EHOLD ESTATE. There	70
			71 72 73
14.		RICTIONS ON AMOUNTS UPON SALE. There   are;   are not any restrictions in the declaration affecting the amoun ay be received by a unit owner upon sale. If there are, please describe:	nt 74 75
			76 77 78

Form 27CIC Common Interest Crnty Resale Cert. Rev. 7/18 Page 3 of 4

# COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

### Continued

15			SALE OR ENCUMBRANCE OF COMMON ELEMENTS. There I are; I are not any pending sale or encumbrance a elements. If there are, please describe:	79 80
				81 82
16			TONS ON USE, OCCUPANCY, AND LEASE. There I are; I are not any restrictions on the owner's right to use or unit or to lease the unit to another person. If there are, please describe:	83 84
				85 86 87
18.	w	ARRAN	TES AND WARRANTY CLAIMS.	88
	(a)	) The ur	its 🗆 are; 🗅 are not covered by a qualified warranty.	89
	(b)	The co	mmon elements 🗆 are; 🗅 are not covered by a qualified warranty.	90
	(c)	Claims	□ have; □ have not been made under the warranty. If claims have been made, for each, please describe:	91
			e type of claim that was made;	92
			e resolution of the claim; e type of repair performed;	93 94
		(iv) Th	e date of the repair;	95
			e cost of the repair; and e name of the person or entity who performed the repair.	96 97
		A57 15	a second and because an arrest of a second and a second as a s	(Th 10)
17.			RICTIONS. There D are; D are not any age-related occupancy restrictions affecting the common interest community. please describe:	98 99
				100 101
19.	EX	HIBITS.	The following exhibits must be attached:	102
	(a)	Declara	tion, and any amendments thereto, and the organizational documents.	103
	(b)	Associa	tion rules and regulations, and any amendments thereto.	104
	(c)	Minutes	of board meetings and association meetings for the last 12 months.	105
	(d)		financial statement of the association, including the audit report if it has been prepared, for the year immediately ng the current year.	106 107
	(e)	The mo	st recent balance sheet and revenue and expense statement, if any, of the association.	108
	(f)	Current	operating budget of the association.	109
	(g)			110 111
	(h)	Associa	tion current reserve study. Check the box that applies:	112
	91 UN	(i) 🗆	The association's current reserve study is attached.	113
		(ii) 🗆	you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement	114 115 116 117

Form 27CIC Common Interest Cmty Resale Cert. Rev. 7/18 Page 4 of 4

# COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

Continued 20. REMARKS. (The preparer should use the following space to complete any answers and/or to provide any additional information which affect the answers to the above questions. If more space is needed, add additional sheets). Date: 

I certify under penalty of perjury that I am the \_\_\_\_\_\_ of the association. I am authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and correct.

By \_\_\_\_\_\_ 155

Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on 156 or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or 157 concerns. 158

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

Association

Date

Form 22D Optional Clauses Addendum Rev. 7/19 Page 1 of 2

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# OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

	twe	en _			("Buyer"
			Buyer	Buyer	
n	d		Seller	Seller	("Seller"
~		rning		2010	(the "Brenetty")
	ice	ming	Address	Сну	(the "Property")
н	EC	KIE	INCLUDED:		
	Ø			obmonte. The Listing Broker and	Selling Broker make no representations
	-	1.			d by the Seller; (b) the square footage of
		any	improvements on the Property;	(c) whether there are any encroact	hments (fences, rockeries, buildings) or
			Property, or by the Property on croachments to Buyer's own sati		sed to verify lot size, square footage and
1					eller is to provide the then-current ALTA
				surance. The parties have the optic erage by selecting an Extended Co	on to provide less coverage by selecting
	a				
					or Closing Agent, at Seller's expense, to Insurance, together with homeowner's
			additional protection and inflat	ion protection endorsements, if av	ailable at no additional cost, rather than
			the Homeowner's Policy of Titl	le Insurance.	
					Agent, at Seller's expense to apply for
					surance, rather than the Homeowner's issociated with the Extended Coverage
			Policy, including the excess p	remium over that charged for Hon	neowner's Policy of Title Insurance and
			the cost of any survey required	by the title insurer.	
	Ø		er Cleaning. Seller shall clean the Property prior to Buyer taki		d remove all trash, debris and rubbish
ú	ø	Per	sonal Property. Unless othen	wise agreed. Seller shall remove	all personal property from the Property
		not	ater than the Possession Date.	Any personal property remaining of	on the Property thereafter shall become
		the p	property of Buyer, and may be re	etained or disposed of as Buyer de	termines.
Į,	Ø	Utili	ties. To the best of Seller's know	wledge, Seller represents that the I	Property is connected to a:
		🗆 рі	ublic water main; 🛛 public sewe	r main; 🗹 septic tank; 🗹 well (spec	cify type) shared or provate
		🗆 in	igation water (specify provider)	the set of	; 🗹 natural gas; 🗹 telephone;
		Ca Ca	ible; 2 electricity; 3 other		
					Trade Commission Regulations require
6		the f		ition has not yet been selected, F	TC regulations require Seller to furnish
0			L INSULATION: TYPE:	THICKNESS:	R-VALUE:
0		WAL			R-VALUE:
0				THICKNESS:	
		CEIL	ING INSULATION: TYPE:	THICKNESS:	
C		CEIL OTH	ING INSULATION: TYPE: ER INSULATION DATA:		

n

Form 22D Optional Clauses Addendum Rev. 7/19 Page 2 of 2

8.

9.

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

Seller shall provide Buyer a copy of the lease for the selected items within \_ days (5 days if not filled 41 in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 42 days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 43 is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 44 shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further 45 obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely 46 notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 47 Homeowners' Association Review Period. If the Property is subject to a homeowners' association or any 48 other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 49 available from the Association) within days (10 days if not filled in) of mutual acceptance: 50 a. Association rules and regulations, including, but not limited to architectural guidelines; 51 b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 52 Association meeting minutes from the prior two (2) years: C. 53 Association Board of Directors meeting minutes from the prior six (6) months; and d. 54 Association financial statements from the prior two (2) years and current operating budget. A. 55 days (5 days if not If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 56 filled in) of receipt of the above documents or the date that the above documents are due, whichever is 57 earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 58 59 Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 60 Homeowners' Association Transfer Fee. If there is a transfer fee imposed by the homeowners' association 61 or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for 62 in the association documents. If the association documents do not provide which party pays the fee, the fee 63 64 shall be paid by D Buyer; D Seller (Seller if not filled in). 10. Excluded Item(s). The following item(s), that would otherwise be included in the sale of the Property, is 65 excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 66 removal of the Excluded Item(s). Excluded Item(s): 67 dining room chandelier, rose bush under the living room window, master bedroom curtains, 68 flat screen television in the family room and mounting hardware 69 Home Warranty. Buyer and Seller acknowledge that home warranty plans are available which may provide 11. 2 70 additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 71 a. Home warranty provider: ABC Home Warranty Co. 72 Seller shall pay up to \$ 500.00 b. (\$0.00 if not filled in) of the cost for the home warranty, together 73 with any included options, and Buyer shall pay any balance. 74 Options to be included: refrigerator, waher & dryer 75 C. (none, if not filled in). 76 d. Other: 77 78 12. 2 Other. Buyer or Seller may terminate this agreement if the Buyer's spouse does not sign a guit claim deed 79 within 5 days of mutual acceptance in which case the earnest money shall be refunded to the Buyer. 2. 80 Seller shall install carbon monoxide detectors per state statute prior to appraisal. If Seller fails to do so, 81 Seller shall pay for any re-inspection fees charged by the appraiser/lender to confirm this has been done 82 prior to closing. 3. 1031 exchange verbiage if required by 1031 exchange facilitator. 4. Sellers to have the 83 carpets professionally cleaned at Seller's expense and provide receipt to Buyer prior to closing. 5. Broker 84

Date

is related to a party or one of the parties is a licensed real estate broker in the State of Washington.



Form 90W Notice of Termination Rev. 7/15 Page 1 of 1

### BUYER'S NOTICE OF TERMINATION (HOMEOWNERS' ASSOCIATION REVIEW – FORM 22D)

The followin	g is part of the Purchase	and Sale Agreement dated		_ 1
between			("Buyer	") 2
	Buyer	Buyer		
and			("Seller	") 3
	Seller	Seller	· · · · · · · · · · · · · · · · · · ·	1.1
concerning			(the "Property"	). 4
	Address	City	State Zip	

**Buyer's Notice of Termination (Homeowners' Association Review – Form 22D).** Pursuant to Paragraph 8 5 (Homeowners' Association Review Period) of the Optional Clauses Addendum (Form 22D), Buyer hereby gives notice 6 that Buyer disapproves the Association documents and elects to terminate the Agreement. Buyer demands the return 7 of the Earnest Money.

Buyer

Date

Buyer

Date

Form 22E FIRPTA Certification Rev. 7/19 Page 1 of 1

#### **FIRPTA CERTIFICATION**

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required. 3

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 6 and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign 7 corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby c	ertifies the following:	
PROPERTY. I am the Seller of real property	/ 🗆 at:	
Address or	City on the attached.	State Zip
CITIZENSHIP STATUS. I   AM   AM NO foreign trust, foreign estate or other foreign I		
TAXPAYER I.D. NUMBER. My U.S. taxpayer identification number (e.g.	social security number) is (Tax I.D. nun	nber to be provided by Seller at Closing)
ADDRESS. My home address is		
Address	City	State Zip
Under penalties of perjury, I declare that I have it is true, correct and complete. I understand ("IRS") and that any false statement I have ma	that this Certification may be disclosed ade here could be punished by fine, imp	d to the Internal Revenue Service
Seller	Date Seller	Date
BUYER CERTIFICATION (Only applicable it	f Seller <u>is</u> a non-resident alien).	
If Seller is a non-resident alien, and has not 15% of the amount realized from the sale statement below is correct:		
Amount Realized (\$300,000 or less) an am to pay for the property, including I exceed \$300,000; and (b) I certify that property for at least 50% of the time th twelve month periods following the date of	liabilities assumed and all other co I or a member of my family* have nat the property is used by any pers	nsideration to Seller, does not definite plans to reside on the son during each of the first two
Amount Realized (more than \$300,000, (a) I certify that the total price that I am consideration to Seller, exceeds \$300,0 member of my family* have definite pla property is used by any person during e sale. If Buyer certifies these statements, the sale and pay it to the IRS.	but not exceeding \$1,000,000) and n to pay for the property, including I 000, but does not exceed \$1,000,00 ans to reside on the property for at each of the first two twelve month per	Family Residence = 10% Tax. iabilities assumed and all other 00; and (b) I certify that I or a least 50% of the time that the eriods following the date of this
* (Defined in 11 U.S.C. 267(c)(4). It include	des brothers, sisters, spouse, ancest	ors and lineal descendants).
Under penalties of perjury, I declare that I ha pelief both statements are true, correct and c RS and that any false statement I have made	complete. I understand that this Certi	fication may be disclosed to the

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Form 22EF Evidence of Funds Addendum Rev. 7/19 Page 1 of 1

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

betw	veen	("Buyer
	Buyer	Buyer ( Buyer
and	Seller	("Seller
	Address	City State Zip
	DEFINITIONS.	
	<ul> <li>a. "Evidence" means document(s) fro sufficient cash or cash equivalent in</li> </ul>	a financial institution(s) in the United States showing that Buyer ha Jnited States funds.
	contingency, such as financing (NV	is that Buyer currently has in its possession and for which there is no MLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form f Buyer's property (NWMLS Form 22Q or equivalent).
	source prior to Closing, and for wh	at Buyer does not currently have, but expects to receive from anothe th there is no contingency, such as a loan, proceeds from the sale o ids, foreign funds, a gift, or future earnings.
	Purchase Price. Buyer shall provide E filled in) of mutual acceptance. Unless Price, Buyer represents that the Non-C use such Non-Contingent Funds for an written consent. If Buyer fails to tim	JNDS. Buyer is relying on Non-Contingent Funds for payment of the idence to Seller of such funds withindays (3 days if no uyer discloses other sources of funds for the payment of the Purchase ntingent Funds are sufficient to pay the Purchase Price. Buyer shall no purpose other than the purchase of the Property without Seller's prio ly provide such Evidence, Seller may give notice terminating this dence is provided. Upon Seller's notice of termination under this refunded to Buyer.
	DISCLOSURE OF CONTINGENT FUN	S. Buyer is relying on Contingent Funds for the Purchase Price:
	□ Sale of the following owned by Buyer	
		m
	a Punds not readily convertible to liquid	United States funds (describe):
	Other (describe):	
	relied upon in Section 3 have been re provide such Evidence, Seller may give provided. Buyer shall provide Seller v	days (10 days if not filled in) prior to Closing that the funds eived or are immediately available to Buyer. If Buyer fails to timely notice terminating this Agreement any time before such Evidence is th additional information about such funds as may be reasonably Jpon Seller's notice of termination under this Addendum, the Earnest
	required by lender, including but not lir	a loan, Seller shall permit an appraisal of the Property and inspections ted to structural, pest, heating, plumbing, roof, electrical, septic, and pay for such inspections unless otherwise agreed.
a		ly close because the Contingent Funds identified in Section 3 are not efault and Seller shall be entitled to remedies as provided for in the

# 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: <u>www.ashi.org</u> or by telephone at: 1-800-743-2744.

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

	11		11
(Signed) Homebuyer	Date	(Signed) Homebuyer	Date

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

HUD-92564-CN (expiration)

Form 22 FSBO For Sale by Owner Rev. 3/09 Page 1 of 1

### FOR SALE BY OWNER ADDENDUM TO PURCHASE & SALE AGREEMENT

The followin	g is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
and the state spectra in the	Buyer	Buyer			4
and				("Seller")	3
	Seller	Seller		······································	9
concerning				(the "Property").	4
80809994 ( <b>G</b> . 8	Address	City	State Zip	1 142215 16 16 16 16 16 16 16 16 16 16 16 16 16	0

- DISTRESSED HOME. Seller warrants that the Property □ is; □ is not a "Distressed Home." A "Distressed Home" 5 (fully defined in RCW 61.34) is a dwelling in a one-to-four family residence, a condominium unit, a residential 6 cooperative unit, a residential unit in any other type of planned unit development, or a manufactured home, which 7 has been occupied by the owner as the owner's primary residence within 180 days of mutual acceptance of this 8 Agreement that is (1) in the process of foreclosure or in danger of foreclosure because (a) Seller has defaulted on 9 a mortgage; (b) Seller is at least thirty days delinquent on a loan secured by the Property; or (c) Seller believes 10 that Seller is likely to default on such mortgage or loan within four months due to a lack of funds; or (2) at risk of 11 loss due to nonpayment of taxes.
- 2. CLOSING DATE IS NOT WITHIN 20 DAYS OF A FORECLOSURE SALE. Seller warrants to Buyer that mutual 13 acceptance of the Agreement and the Closing Date in the Agreement are not within twenty (20) days of an 14 advertised or docketed foreclosure sale. Seller further warrants that if a foreclosure sale is scheduled within 15 twenty (20) days of mutual acceptance or the Closing Date, Seller will provide immediate written notice of that fact 16 to Selling Licensee and Buyer. If Seller provides such notice, Buyer may, in Buyer's sole discretion, elect to 17 terminate this Agreement within five (5) days of such notice by providing written notice to Seller. In the event 18 Buyer timely elects to terminate this Agreement, Seller shall reimburse Buyer for all out of pocket expenses 19 incurred or committed by Buyer in connection to this Agreement, including, without limitation, inspection fees, Ioan 20 application fees, and title commitment cancellation fees, and the Earnest Money shall be refunded to Buyer. 21
- POSSESSION DATE. If the Property is a Distressed Home and the Possession Date on page one of the 22
   Agreement is after the Closing Date, notwithstanding the Possession Date on page one, the Possession Date 23
   shall be on the Closing Date, unless otherwise agreed in writing.
   24

Form 22J Disclosure Lead Based Paint & Hazards Rev. 7/10

Page 1 of 2

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DISCLOSURE OF INFORMATION ON LEAD-BASED	PAINT
AND LEAD BASED BAINT HAZABDS	

AND LEAD-BASED PAINT HAZARDS Addendum to Purchase & Sale or Lease Agreement

betwe	en			("Buyer" and/or "Lessee"
Detwe	en .	Buyer and/or Lessee	Buyer and/or Lessee	(Buyer and/or Lessee
and _				("Seller" and/or "Lessor"
		Seller and/or Lessor	Seller and/or Lessor	
conce	rnin	g Address	City	(the "Property")
Dunch				
		& Sale Agreement Lead Warning S		e recentar a consistente la constantina desentar incontrario del actor desen
				a residential dwelling was built prior to lead-based paint that may place young
				ung children may produce permanent
				ce quotient, behavioral problems and
				nt women. The seller of any interest in ation on lead-based paint hazards from
ris	k as	ssessments or inspections in the sell	er's possession and notify the	e buyer of any known lead-based paint
	izaro ircha		1 for possible lead-based pa	aint hazards is recommended prior to
1997/14		reement Lead Warning Statement		
	11.4.10 <del>.00</del> .0		I banad point I and from poin	t exist ching and dust son pass health
				t, paint chips, and dust can pose health rmful to young children and pregnant
wo	mei	n. Before renting pre-1978 housing, l	andlords must disclose the pr	esence of known lead-based paint and
		ased paint hazards in the dwelling. ing prevention.	Tenants must also receive a	Federally approved pamphlet on lead
<b>6</b> 05400		on Rights		
			needle alles in 1070. Duurs a	
				nay rescind the Agreement at any time res this disclosure prior to entering
		reement.	1877-1984 - 2007-203 - 20 <b>84</b> -178 - 2007-201	,
NOTE:	ln i	the event of pre-closing possession c	of more than 100 days by Buye	er, the term Buyer also means Tenant.
Seller'	s/Le	ssor's Disclosure		
(a)	Pre	esence of lead-based paint and/or lea	d-based paint hazards (check	k one below):
2 N		Known lead-based paint and/or lead	7) (S)	
		Seller/Lessor has no knowledge of I	ead-based paint and/or lead-l	
	Re	cords and reports available to the Se	ller/Lessor (check one below)	
(b)		Seller/Lessor has provided the Buy		[19] 2월 20일 - 19] 20일 - 19] 20일 - 19] 20일 - 19]
(b)				
(b)		based paint and/or lead-based pain		everes and reports pertaining to load
(b)				locuments below).
(b)		based paint and/or lead-based pain	t hazards in the housing (list d	locuments below).
Seller h	ם as r	based paint and/or lead-based pain Seller/Lessor has no reports or reco in the housing.	t hazards in the housing (list d ords pertaining to lead-based certifies, to the best of Seller's	paint and/or lead-based paint hazards knowledge, that the statements made
Seller h	ם as r	based paint and/or lead-based paint Seller/Lessor has no reports or reco in the housing.	t hazards in the housing (list d ords pertaining to lead-based certifies, to the best of Seller's	paint and/or lead-based paint hazards
Seller h	as r prma	based paint and/or lead-based pain Seller/Lessor has no reports or reco in the housing. eviewed the information above and c ition provided by Seller are true and a	t hazards in the housing (list d ords pertaining to lead-based certifies, to the best of Seller's	paint and/or lead-based paint hazards knowledge, that the statements made

Date



Form 22J Disclosure Lead Based Paint & Hazards Rev. 7/10 DIS

Page 2 of 2

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

# Addendum to Purchase & Sale or Lease Agreement

### Continued

# Buver's/Lessee's Acknowledgment

and your a	s/Le	Lessee's Acknowledgment		4(
(c)	Bu	Buyer/Lessee has received copies of all information listed above.		41
(d)	Bu	uyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."		42
(e)	Bu	uyer has (check one below only if Purchase and Sale Agreement):		43
		Waived the opportunity to conduct a risk assessment or inspection for the presence of lead- and/or lead-based paint hazards.	-based paint	44 45
		Accepted an opportunity to conduct a risk assessment or inspection for the presence of paint and/or lead-based paint hazards on the following terms and conditions:	f lead-based	46 47
		This Agreement is conditioned upon a risk assessment or inspection of the Property for the lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information).	inspector at	49
		This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless written notice of disapproval of the risk assessment or inspection to the Seller within (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specificiencies and corrections needed and must include a copy of the inspection and/or risk report.	cific existing	53 54
		The Seller may, at the Seller's option, within days (3 days if not filled in) a receipt of Buyer's disapproval notice, give written notice that Seller will correct the condition by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accord Seller's expense prior to the closing date, and Seller shall provide Buyer with certification assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date, and other remedy for the disapproved of including but not limited to cash payments from Seller to Buyer or adjustments in the purch such an agreement on non-repair remedies is secured in writing before the expiration of the set forth in this subparagraph, then this contingency will be deemed satisfied.	ns identified omplished at from a risk closing date. condition(s), ase price. If	58 59 60 61 62 63
		If the Seller does not give notice that the Seller will correct the conditions identified in I assessment or inspection, or if the parties cannot reach an agreement on alternative rem Buyer may elect to give notice of termination of this Agreement within days (3 filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Se pursuant to the preceding subparagraph, whichever first occurs. The earnest money sh returned to the Buyer and the parties shall have no further obligations to each other. Buyer give a written notice of termination means that the Buyer will be required to purchase the without the Seller having corrected the conditions identified in Buyer's risk assessment or and without any alternative remedy for those conditions.	nedies, then 3 days if not eller's notice nall then be r's failure to he Property	67 68 69 70 71 72
	1	Buyer waives the right to receive an amended Real Property Transfer Disclosure Statemer Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in and/or risk assessment report(s).	nt (NWMLS	75 76 77
	s re	reviewed the information above and certifies, to the best of Buyer's knowledge, that the staten re true and accurate.	nents made	78 79
Buyer/L	ess	ssee Date Buyer/Lessee	Date	80
Brokers'	Ac	cknowledgment		81
Broke	ers I	s have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852 of their responsibility to ensure compliance.	(d) and are	82 83
anan				84

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Form 22K Identification of Utilities Addendum Rev. 7/19 Page 1 of 1

### IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

between	yar	Buyer	("Виуе
and			("Selle
Sell	ler	Seller	
concerning	ireas	City	(the "Property
ecessary to sa	tisfy unpaid utility	nd Seller request the Closing Agent to ad	dminister the disbursement of closing fund The names and addresses of all utilities
ATER DISTRICT		-12	
		Name	e-mail or website (optiona
		Address	
EWER DISTRICT		City, State, Zip	Fax. No. (optiona
EWER DISTRICT.		Name	e-mail or website (optiona
		Address	
RIGATION DISTR	NCT.	City, State, Zip	Fax. No. (optiona
RRIGATION DISTRICT:		Name	e-mail or website (optiona
		Address	and the second
ARBAGE:		City, State, Zip	Fax. No. (optiona
IN LOTICE.		Name	e-mail or website (optiona
		Address	
ECTRICITY:		City, State, Zip	Fax. No. (optional
EGIMOITT.		Name	e-mail or website (optiona
		Address	
AS:		City, State, Zip	Fax. No. (optional
		Name	e-mail or website (optional
		Address	
ECIAL DISTRICT	(5)	City, State, Zip	Fax. No. (optional
al improvement di ity local improvement	istricts or	Name	e-mail or website (optional
ny local improvem	an districts)	Address	
		City, State, Zip	Fax. No. (optional

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29 within \_\_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30 Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31 and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34 (including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35 to insure payment of, Seller's utility charges. 36

**Buyer's Initials** 



Form 22L Lease Review Addendum Rev. 12/12 Page 1 of 1

### LEASE REVIEW ADDENDUM TO PURCHASE & SALE AGREEMENT

The followin	ig is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
	Buyer	Buyer			- 20
and	3450.0491 and 2			("Seller")	3
	Seller	Seller			
concerning				(the "Property").	4
	Address	City	State Zip		

- Tenant in Property. The parties acknowledge that the Property is currently occupied by a tenant(s) ("Tenant"), 5 pursuant to a lease or rental agreement, which will remain in effect after Closing.
- Leases, Books, Records, Agreements. Seller shall make available to Buyer, as soon as practical, but no later 7 than \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance, all documents available to Seller relating to the 8 lease or rental agreement for the Property and any other agreements relating to Tenant's occupancy, including 9 property management agreements, service contracts, and agreements with professionals or consultants; leases of 10 personal property or fixtures; and a schedule of tenants, rents, and deposits; maintenance records; and accounting 11 records and audit reports.
- 3. Lease Review Contingency. Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to 13 assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does 14 not give notice of disapproval within \_\_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or 15 the date that the above documents are due, then this lease review contingency shall conclusively be deemed 16 satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest 17 Money shall be refunded to Buyer.
- 4. Transfer of Lease Interests. Buyer shall be solely responsible for obtaining any required consents to assume any 19 leases, contracts, and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, 20 contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. 21
- 5. Deposits and Rent. At Closing, security, cleaning, and any other unearned deposits or other reserves shall be 22 assigned or delivered to Buyer. Rents collected from Tenant after Closing shall be applied first to rentals due most 23 recently from Tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for 24 delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be 25 delivered by Buyer to Seller promptly after receipt.

Form 22 L&A Land & Acreage Addendum Rev. 7/19 Page 1 of 4

# LAND AND ACREAGE ADDENDUM

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The followin	g is part of the Purchase	and Sale Agreement dated		
between				("Buyer")
	Buyer	Buyer		
and				("Seller")
	Seller	Seller		
concerning				(the "Property").
	Address	City	State Zip	

- 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
  - a. 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.
  - 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 accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13 Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information 14 regarding the size of the Property, identification of easements or encroachment problems.
  - 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, Buyer assumes the risk that the Property is 18 suitable for any needed on-site sewage disposal system and related equipment.
  - 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 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.
  - e. 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.
  - A generally accepted method for determining the value of timber growing on the Property is to have a 31 qualified forester or forest products expert "cruise" the Property and give a written valuation.
     32
  - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If 33 there is an on-site sewage system on the Property that has not been recently used, Buyer should consider 34 conducting a purge test and other inspections to determine whether there are any defects in the system. A 35 purge test consists of introducing water into the system to determine whether the system is functioning 36 properly.
  - Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred.
     39
  - Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should 40 use due diligence to investigate such agreements.
     41
  - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42



# LAND AND ACREAGE ADDENDUM

Continued

### 2. CONTINGENCIES:

- a. General Contingency Provisions. This Agreement is conditioned on the applicable contingencies below, 44
  The work to be performed shall be timely ordered by the party responsible for payment, except for the
  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 48 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50 the applicable contingency period, then the respective contingency shall be deemed waived. 51
- c. Contingencies. Items checked below are to be paid by Buyer or Seller as indicated below and are 52 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)	55 56
		<ol> <li>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 sha provide any prior surveys of the Property to Buyer, if available.</li> </ol>		57 58 59 60
		ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable fo installation of conventional septic system and drain field. I the sale fails to close, the party who paid for the perc tes shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall no be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.		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. If Seller had the OSS inspected within months (12 months if no 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 system 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.		69 70 71 72 73 74 75 76 77 78 79
		The OSS inspection		80 81
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within days (10 days if not filled in) of mutual acceptance.		82 83 84
		iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	days	85 86 87 88
		Water quality and/or purity tests  shall;  shall not be submitted to a private lab for further evaluation.		89 90

# LAND AND ACREAGE ADDENDUM

Continued

v. Water Quantity. Water quantity tests (4 hour draw down days 91 test or other test selected by Buyer) showing a sustained 92 flow of g. p. m., which Buyer agrees will be 93 adequate to reasonably meet Buyer's needs. Water 94 quantity test to be performed by a qualified professional. 95 vi. Timber. Timber cruise conducted by a qualified forest days 96 products expert of Buyer's choice, with results of the cruise 97 to be satisfactory to Buyer in Buyer's sole discretion. 98

### ADDITIONAL PROVISIONS (check as applicable)

Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 100 set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). 101 Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 102 matters affecting the Property including, without limitation, the condition of any improvements to the Property, 103 the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property. 104 the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 105 area on the Property, the number and location of approved road approaches from public roads, and the 106 presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 107 feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 108 any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 109

This feasibility study contingency shall conclusively be deemed waived unless within (10 days if 110 not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 111 disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 112

- Irrigation and Water Seller represents that there are shares of irrigation/frost 113 water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should 114 consult with an attorney to facilitate the transfer of any water rights. 115
- Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and 116 interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 117 Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 118 occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 119 agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 120 extent delegated to and assumed by Buyer hereunder. 121
- Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or 122. before . A party shall conclusively be deemed to have waived this contingency unless 123 notice in conformance with this Agreement is provided to the other party by the foregoing date. 124
- Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of 125 the Agreement: Dortable buildings; d sheds and other outbuildings; d game feeders; d livestock feeders 126 and troughs; D irrigation equipment; D fuel tanks; D submersible pumps; D pressure tanks; D corrals and 127 pens; gates and fences; chutes; other: 128

The value assigned to the personal property included in the sale shall be \$ 129 Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 130

CRP Program. Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 131 ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. 132 All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA 133 or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 134

(10 days if not filled in) 135 Seller shall deliver to Buyer all documents related to such programs within after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 136 contingency shall be deemed waived unless Buyer gives notice of disapproval within days (5 days 137 if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the 138 Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 139

Date

Date

# LAND AND ACREAGE ADDENDUM

Continued

4. DOCUMENT REVIEW PERIOD. If this box is checked, Seller shall deliver to Buyer a copy of the following 140 documents within \_\_\_\_\_\_ (20 days if not filled in) of mutual acceptance: 141

142

143

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_\_ days (15 days if 144 not filled in) of receipt of the above documents or the date that the above documents are due, then this 145 document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of 146 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 147

5. ADDITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection 148 of the Property recommends further evaluation of the Property, Buyer shall have an additional \_\_\_\_\_\_149 (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the 150 end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's 151 recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of 152 additional inspections, the applicable contingency period shall be replaced by the additional period specified 153 above. The time for conducting the additional inspections shall commence on the day after Buyer gives 154 notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of 155 the Agreement.

### 6. TAX DESIGNATION.

- a. Classification of Property. Seller represents that the Property is classified as □ open space 158 □ farm and agricultural □ timberland under Chapter 84.34 RCW. 159
- b. Removal from Classification. Buyer shall not file a notice of classification continuance at the time of 160 Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, 161 and penalties assessed by the county assessor when the Property is removed from its classification shall 162 be paid by 
  Seller 
  Buyer 
  both Seller and Buyer in equal shares (Seller if no box is checked).
- c. Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice 164 of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all 165 documents necessary to continue the classification. The notice of classification continuance shall be 166 attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice 167 of classification continuance, the county assessor must reassess the Property's taxable value and 168 retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

The following is part of the Po	ai chase and bale Agree	ement dated		
(the "Agreement") between	Buyer		Buyer	("Buyer")
and	buyu		enkei	("Seller")
Seller		Seller		
concerning		-		(the "Property").
Address		City	Stata Zip	
1. Property Description.	Manufacturer:			
	VIN No.:			
	Year:			

- 2. I Title Elimination. The certificate of ownership ("Title") to the manufactured home on the Property shall be eliminated as provided for in Washington Administrative Code Section 308-56A-505 prior to Closing. Seller 9 shall, at Seller's expense, make a good faith effort to eliminate Title and provide notice to Buyer thereof no 10 less than \_\_\_\_\_\_ days (5 days, if not filled in) before Closing. If Seller fails to timely eliminate title and 11 give notice thereof, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 12
  - No Title Elimination. The certificate of ownership ("Title") to the manufactured home on the Property will 13 not be eliminated prior to Closing. The manufactured home shall be transferred as personal property pursuant to Washington Administrative Code Section 308-56A-525.
- Department of Labor and Industries Compliance Inspection. Buyer is advised that manufactured homes. 16 including manufactured homes with title eliminated, are subject to regulation by the Washington State 17 Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including 18 regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in 19 addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum 20 (NWMLS Form 35), Buyer shall have days (20 days, if not filled in) from mutual acceptance to 21 inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or 22 before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's 23 notice, Seller shall have \_\_\_\_\_ (15 days, if not filled in) to give notice that Seller has remedied the 24 deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 25
- Conflicts Between Addendum and Agreement. To the extent of any conflicts or inconsistencies between the Agreement and this Addendum, the terms of this Addendum shall control.

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

Form 22RA Attorney Review Addendum Rev. 12/12 Page 1 of 1

### ATTORNEY REVIEW ADDENDUM TO PURCHASE & SALE AGREEMENT

between					("Buyer")	2
Vanksekova skonstat – <del>K</del>	Buyer	Buyer			, , prostant /	0-35
and					("Seller")	3
	Seller	Seller				
concerning					(the "Property").	4
9.5 V 15.	Address	City	State	Zip		18
CHECK IF I	NCLUDED:					5

- 1. Buyer's Attorney Review Contingency. This Agreement is subject to Buyer's attorney's review and 6 approval. This attorney review contingency shall be deemed waived unless, within \_\_\_\_\_ days 7 (5 days if not filled in) of mutual acceptance, Buyer gives notice of disapproval and termination of the 8 Agreement. In the event Buyer gives timely notice of disapproval, the Earnest Money shall be returned to 9 Buyer.
- 2. Seller's Attorney Review Contingency. This Agreement is subject to Seller's attorney's review and 11 approval. This attorney review contingency shall be deemed waived unless, within \_\_\_\_\_\_ days 12 (5 days if not filled in) of mutual acceptance, Seller gives notice of disapproval and termination of the 13 Agreement. In the event Seller gives timely notice of disapproval, the Earnest Money shall be returned to 14 Buyer.

### WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT

		Buyer		Buyer		("Buyer"	2
ind	1 ł	D-1144		-		("Seller"	)
	- 	Seller		Seller			
or	cerning	Address		City	State Zip	(the "Property")	•
			EDES ANY OTHER I		THIS AGREEMENT	RELATING TO ANY WELL	-
2	Numbe connect		ns. Seller represents	that the well cu	rrently has	(one, if not filled in)	)
•	well and Seller's	water supply sys use; (b) are <b>not</b> p nd federal laws, s	stem serving the Prope resently contaminated	erty (a) provide an by biological or ch	adequate supply of h emical agents; (c) co	est of Seller's knowledge, the nousehold and yard water for mply with all applicable local, ards; and (d) have no other	r 1 , 1
	with the (10 days disappro above d deemed	well, including, b s if not filled in) val within ocuments are du satisfied (waived	out not limited to share of mutual acceptanc days (5 days if no ue, whichever is earli	ed well agreement ce. If Buyer, in B ot filled in) of recei er, then this well	s and maintenance r uyer's sole discretic pt of the above doc documents review p	ler's possession associated records, within days on, does not give notice of uments or the date that the period shall conclusively be eement shall terminate and	s 1 f 1 e 1 e 1
	and wat reasonal testing o system i inspectio complete waived u not filled continger	er supply syster ble to ensure tha f flow rate; purity meets federal, st n shall be (a) o ed at Buyer's exp nless Buyer gives in) after mutual ncy, whichever is	m serving the Proper at the well and water standards (organic a tate and/or local sta ordered by Buyer; (b bense. Buyer shall h s written notice of disa acceptance of the Ag	erty. Buyer is adv supply is satisfac nd inorganic); verif ndards as well as ) performed by a ave the right to a approval of the insp greement or within timely written notic	rised to conduct all tory to Buyer. Such fication that the sour a any other matter qualified inspector ttend the inspection bection report within the time period for	of an inspection of the well inspections necessary or inspection(s) may include ce is adequate and that the of concern to Buyer. Any of Buyer's choice; and (c) . This contingency shall be days (10 days if Buyer's general inspection a Agreement shall terminate	
(	county, a		Buyer is advised to			ater use limits vary by city, or supply requirements and	
(	Other.						3
							3
						9	3
							3
							3
							4
							4
							4

### BUYER'S NOTICE OF TERMINATION (WELL ADDENDUM)

The followin	ig is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
	Buyer	Buyer			
and				("Seller")	3
2	Seller	Seller		and the second states of	-35
concerning				(the "Property").	4
	Address	City	State Zip		2010

Buyer's Notice of Termination (Well Addendum). Pursuant to the Well Addendum (Form 22R), Buyer hereby gives 5 notice of disapproval of the well inspection report and elects to terminate the Agreement. Buyer demands the return of 6 the Earnest Money. 7

Buyer

Date

Buyer

Date

Form 22S Septic Addendum Rev. 7/19 Page 1 of 1 ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

between			("Buyer")
4.7	Buyer	Buyer	
nd	Seller	Soller	("Seller";
oncern	ina		(the "Property").
0188010	Address	City	State Zip
ITE SE			THIS AGREEMENT RELATING TO THE ON- EPT FOR THE PROVISIONS OF A COUNTY
Тур	e of OSS. The Property is serve	ed by:	
	Private Septic System		
•	Shared Septic System		
(a) (	loes not require repair other t	han pumping and normal mai	ller's knowledge, the OSS serving the Property intenance; (b) does not currently violate any ; and (c) has no material defects.
		Il deliver to Buyer the mainten ys (10 days if not filled in) of mu	ance records, if available, of the OSS serving utual acceptance.
	nty or City Inspection Require ire Seller to conduct an inspection		th any local regulations or ordinances that may of the Property.
nece the in OSS acce inspe	ssary, pumped by an OSS service nspection report within inspected and, if necessary, ptance by an OSS service con	vice company at Seller's exper days (10 days if not fill pumped within n pany and Seller provides Buy	inspected and, if the inspector determines use. Seller shall provide Buyer with a copy of ed in) of mutual acceptance. If Seller had the months (12 months if not filled in) of mutual er with written evidence thereof, including an ump the system unless otherwise required by
S			as not already conducted an inspection, Buyer vide Buyer with 3 days notice of the date and
the O the in	SS service company. This cont aspection report within r gives timely notice of disappro	ingency shall be deemed waive days (5 days if not fille	Buyer's approval of the inspection report from ed unless Buyer gives notice of disapproval of id in) after receipt of the inspection report. If nate and the Earnest Money shall be refunded
Othe	N		



Form 90Y Notice of Termination Rev. 2/17 Page 1 of 1

### BUYER'S NOTICE OF TERMINATION (SEPTIC ADDENDUM)

The following	g is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
	Buyer	Buyer			1
and	PTT			("Seller")	3
Http://	Seller	Seller			~
concerning	the Laster sector and			(the "Property").	4
And a start of the start of the	Address	City	State Zip		

Buyer's Notice of Termination (Septic Addendum). Pursuant to the Septic Addendum, Buyer hereby gives notice of 5 disapproval of the septic inspection report and elects to terminate the Agreement. Buyer demands the return of the 6 Earnest Money. 7

Buyer

Date

Buyer

Date

### SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

betw	een	Buyer	("Buyer")
ş	buya	Buyar	
and _	Seller	Seller	("Seller")
		ours.	///
conc	Address	City	(the "Property").
ti a c	ne amount secured by the Prop cknowledge that the purchase pric onstitutes a Short Sale.	perty in order to satisfy Selle e is insufficient to cover Seller's	Iler's creditor(s)' agreement to accept less than r's obligations at Closing. Buyer and Seller obligations at Closing and that this Agreement
C C C C A a' in th	reditor(s) for the Short Sale and S consent"). Seller shall have consent. If Seller timely gives no ontingency shall be deemed satis greement shall terminate and the ware that Seller's creditor(s) did n posed by Seller's creditor(s), Sell is Agreement shall terminate and	Seller's acceptance of any conc days (60 days, if not filled of Lender Consent to Bu fied. If Seller fails to timely give Earnest Money, if deposited, ot consent to the Agreement o er shall give notice to Buyer of t the Earnest Money, if deposited	In Seller obtaining written consent from Seller's ditions imposed by Seller's creditor(s) ("Lender lin) after mutual acceptance to obtain Lender uyer ("Notice of Lender Consent"), then this Notice of Lender Consent to Buyer, then this shall be refunded to Buyer. If Seller becomes r if Seller decides not to accept the conditions that fact within 2 days and upon Seller's notice, d, shall be refunded to Buyer. Buyer and Seller creditor(s) will consent to the sale and when
sı of	ubmit to Seller's creditor(s). The p fers in order to satisfy Seller's of	arties are advised that some cr ligations to its creditors. Buyer	om other buyers to purchase the Property to 2 reditors may require that Seller submit multiple 2 r acknowledges that this Agreement does not 2 uyers. Seller has limited control over which 2

agreement Seller's creditor(s) may approve, and Seller may continue to market the Property. At the time of the 24 offer, Buyer is advised to inquire about other offers that Seller may have already accepted. 25 If, after mutual acceptance, Seller submits an offer from another buyer to Seller's creditor(s), Seller must give 26 notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer may terminate this 27

notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer may terminate this 27 Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the Earnest Money, if 28 deposited, shall be refunded to Buyer. 29 **TERMINATION BY BUYER** Buyer D may not (may, if not filled in) terminate this Agreement at any time 20

- 4. TERMINATION BY BUYER. Buyer 
  may; 
  may; 
  may not (may, if not filled in) terminate this Agreement at any time 30 prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under any other condition 31 or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Agreement under this 32 Section, the Earnest Money, if deposited, shall be refunded to Buyer. 33
- 5. COMPUTATION OF TIME. For the purposes of computing time only (except for paragraph 2 above and the 34 specific items checked below), all timelines in this Agreement shall begin on the date of Notice of Lender 35 Consent. The timelines for the following items, if checked, shall instead begin on mutual acceptance: 36

Deposit of Earnest Money	Inspection Addendum (Form 35)	37
Financing Addendum (Form 22A)	Title Contingency Addendum (Form 22T)	38
Buyer's Sale of Property Contingency Add. (Form 22B)	Septic Addendum (Form 22S)	39
Homeowner's Assoc. Review Period (Form 22D)	Neighborhood Review (Form 35 or 35N)	40
Other	Other	41

- CLOSING. The Closing Date shall be \_\_\_\_\_ days (30 days, if not filled in) after Notice of Lender Consent, 42 which date shall supersede the Closing Date otherwise provided for in this Agreement.
   43
- 7. IMPLICATIONS OF A SHORT SALE. The parties acknowledge that this Addendum does not fully explain all of 44 the implications of a Short Sale. The parties are advised to seek the advice of third party professionals regarding 45 this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Short Sale Seller 46 Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions. 47
- NOTICES. NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for any notice required 48 by this Addendum.

Form 90SS Notice Pursuant to Form 22SS Rev. 8/11 Page 1 of 1

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# NOTICE PURSUANT TO SHORT SALE ADDENDUM (FORM 22SS)

between	And an and a second sec			("Buye
	Buyer	1	Buyer	
nd	Seller		Soller	("Seller
oncernin			Sanat	(the "Property
Uncernin	Address		City State	
HE FOLI	OWING NOTICES AR	E FOR USE WITH NWML	S SHORT SALE ADDEND	JM (FORM 22SS):
obtain	ed written consent from	m Seller's creditor(s) for		notice to Buyer that Seller has has accepted the conditions pency in Form 22SS.
Seller		Date	Seller	Date
				es notice to Buyer that Seller's
				conditions imposed by Seller's holding the Earnest Money to
	se the Earnest Money, i		sense monaction and being	neighig the Earliest Menty K
Seller		Date	Seller	Date
Seller		Date	Seller	Date
	of Additional Offer. P			
	of Additional Offer. P	ursuant to Paragraph 3 of		Date otice that Seller has submitted
Notice	of Additional Offer. P	ursuant to Paragraph 3 of	Form 22SS, Seller gives n	
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Form 22T Title Contingency Addendum Rev. 7/15 Page 1 of 1

## TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The followin	g is part of the Purchase	and Sale Agreement dated			1
between				("Buyer")	2
3	Buyer	Buyer			4
and				("Seller")	3
FUSICIES.	Seller	Seller		( = = = = / /	0
concerning				(the "Property").	4
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Title Contingency. This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5 together with any easements, covenants, conditions and restrictions of record. Buyer shall have \_\_\_\_\_\_6 days (5 days if not filled in) from □ the date of Buyer's receipt of the preliminary commitment for title insurance; 7 or □ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8 disapproval of exceptions contained in the preliminary commitment.

Seller shall have \_\_\_\_\_\_ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10 notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11 disapproved exceptions.

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13 Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14 Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15 Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16

- Supplemental Title Reports. If supplemental title reports disclose new exception(s) to the title commitment, 17 then the above time periods and procedures for notice, correction, and termination for those new exceptions 18 shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19 necessary to accommodate the foregoing times for notices.
- Marketable Title. This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
  as provided for in the Agreement.

Form 90T Title Contingency Notice Rev. 7/15 Page 1 of 1

## TITLE CONTINGENCY NOTICE

	Buyer		Buyer	( Bi	uyer
d	4643394637			/"0	eller
	Seller		Geller	(S	eller
ncerning	Address		City	(the "Prope	erty"
7 M			200	1000 005	
eck the ap	oplicable box:				
following	exception(s) set forth	in the preliminary commi	tment for title insu		
Buyer		Date	Buyer	D	ate
Seller's				er hereby gives notice that Seller C commitment for title insurance.	) wil
	(† 5)				
		Date	Seller		ate

Buyer

Date

Buyer

Form 22VV Homeowner Insurance Addendum Rev. 7/15 Page 1 of 1

## HOMEOWNER INSURANCE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The followin	g is part of the Purchase	and Sale Agreement dated			1
between	Buyer	Buyer		("Buyer")	2
and	Séiler	Soller	_	("Seller")	3
concerning	Address	City	Stale Zip	(the "Property").	4

**Notice to Buyer Concerning Homeowners Insurance.** The availability and cost of homeowners insurance depends 5 on a number of factors, including Buyer's personal insurance, Buyer's financial and credit history, the condition of the 6 Property, Buyer's claim history, and the claims history for the Property. At the time of application, most insurance 7 companies will only issue a binder, which is a temporary commitment to provide insurance and not a guarantee that a 8 policy will be issued. After issuing the binder, the insurance company will take additional time to make a final decision 9 about issuing a policy and the amount of the insurance premium. Accordingly, it is important for Buyer to apply for 10 insurance as early as possible.

Homeowners Insurance Contingency/Application. This Agreement is conditioned upon Buyer obtaining a binder 12 for a standard policy of homeowners insurance, together with any other property insurance required by Buyer's 13 lender, at an annual premium not to exceed ½ of 1% of the purchase price, with a deductible not to exceed \$1000, 14 exclusive of all additional endorsements, declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer shall 15 make application for insurance within \_\_\_\_\_\_ days (5 days, if not filled in) of mutual acceptance and if Buyer fails 16 to timely make application, then this contingency shall be deemed waived. This insurance contingency shall be 17 deemed satisfied (waived), unless within \_\_\_\_\_\_ days (15 days, if not filled in) of mutual acceptance, Buyer 18 gives notice of inability to obtain a binder on the terms set forth above. If Buyer gives such notice, then this Agreement 19 shall terminate and the Earnest Money shall be refunded to Buyer.

Form 90VV Notice of Termination Rev. 7/15 Page 1 of 1

## BUYER'S NOTICE OF TERMINATION (HOMEOWNERS INSURANCE UNAVAILABLE)

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

**Buyer's Notice of Termination (Homeowners Insurance Unavailable).** Buyer hereby gives notice that, after a good 5 faith effort, Buyer is unable to obtain a binder for Homeowners Insurance on the terms set forth in the Homeowners 6 Insurance Contingency provision of the Agreement. As set forth in the Agreement, the Earnest Money shall be 7 refunded to the Buyer.

			9
Buyer	Date	Buyer	Date

Form 22Y Modification of Closing Date Rev. 2/17 Page 1 of 1

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## MODIFICATION OF CLOSING DATE ADDENDUM

etween	Buyer	Buyer	("Buyer
1	and the	вцув	
nd br	Seller	Seller	("Seller'
oncerning			(the "Property")
neering	Address	City	State Zip (the Property ,
	in make the later deals to be added and	inter alter an weather state and the state	
MODIFI Agreem		ATE. The parties hereby agree to modi	fy the Closing Date set forth in the
OTHER	DATES. In addition, the pa	rties hereby agree to modify other dates s	set forth in the Agreement as follows:
OTHER.			
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	a series and the second second second		
thar tarmi	s and conditions of the Agre	ement remain unchanged	

Buyer's Initials

Date



Form 22Z Additional Signer Rev. 2/17 Page 1 of 1

## ADDITIONAL SIGNER ADDENDUM TO PURCHASE & SALE AGREEMENT

	Buyer	Buyer	· · · · · · · · · · · · · · · · · · ·	("Buye
nd	Seller	Seller		("Selle
ncerning		Seller		he "Property
ncerning	Address	City	State Zip	ne Property
the Agre	ement are incorporated herei	quired signer(s)) to the Agre n by reference as though fu	ement as identified below. All terms lly set forth below.	and condition
🗆 Buy	ver; 🗆 Seller			
Na	me of Signer		Status	
Sig	nature	-999901 ()	Date	
Buy	er; 🗖 Seller			
Nar	me of Signer		Status	
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Sign	ature		Date	
🗆 Buye	r; 🗆 Seller			
Nam	ne of Signer		Status	
	ature		Date	

Form 26 Presale Addendum Rev. 7/10 Page 1 of 4

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#### PRESALE ADDENDUM

The following is part of the	e Purchase and Sale Agreement date	d	(the "Agreement")	1
between			("Buyer")	2
Buyer	Buyer			
and		Sector and the Sector Sector	("Seller").	3
Seller	Seiler		the spectra the spectral states of the	
The Agreement is for the s	ale of real property, and improvements	being or to be constructed thereo	on, commonly	4
described as			(the "Property").	5
Address	City	State Zip		Č
The following terms are inc	luded in the Agreement:			6
The improvements being	or to be constructed on the Property a	re pursuant to Plan/Model No.		7
and consist of a single f	amily residential house with	bedrooms,	baths and	8
attached detached			State State State	9

attached detached car garage.

- COVENANTS, CONDITIONS AND RESTRICTIONS. This Agreement is conditioned upon Buyer's review and 10 approval of all applicable covenants, conditions and restrictions of record ("CC&Rs"), if any. Seller shall 11 deliver all CC&Rs to Buyer no later than \_\_\_\_ \_\_\_\_\_ days (5 days if not filled in) after mutual acceptance of 12 the Agreement. Buyer shall give to Seller written notice of disapproval within \_\_\_\_\_ \_\_\_\_\_ days (3 days if not 13 filled in) of receiving the CC&Rs. If Buyer does not give such written notice of disapproval within such time, 14 then this contingency shall be deemed satisfied. Notwithstanding any other provision to the contrary, no 15 payment to Seller shall become nonrefundable until this contingency is satisfied or waived. 16
- 2. ARCHITECTURAL REVIEW COMMITTEE APPROVAL. This Agreement is conditioned upon the written 17 approval of the planned construction by an architectural review committee or the like. The approval is to be 18 obtained by Seller and provided to Buyer within days (15 days if not filled in) after mutual 19 acceptance. Notwithstanding any other provision to the contrary, no payment to Seller shall become 20 nonrefundable until this initial approval contingency is satisfied or waived. Thereafter, the construction of the 21 house and other improvements on the Property may remain subject to the continuing approval of the 22 architectural review committee, or the like, and Buyer acknowledges that such committee may require 23 changes in design or construction after the initial approval. If so, Buyer agrees to abide by any ruling of such 24 committee. Further, Buyer agrees that any delay in start or completion of construction caused by the 25 committee will not be attributable to Seller. 26
- PLANS AND SPECIFICATIONS. 3.

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- a. Buyer's Right to Approve. This Agreement is conditioned on Buyer's review and approval of the plans and 28 specifications for the improvements to be constructed on the Property. Seller shall deliver the plans and 29 specifications to Buyer no later than days (5 days if not filled in) after mutual acceptance of the 30 Agreement. Buyer shall give written notice of disapproval within days (3 days if not filled in) of 31 receipt of the plans and specifications. If Buyer does not give such notice of disapproval within such time, 32 then this contingency shall be deemed satisfied, and the plans and specifications shall be deemed a part of 33 this Agreement. Buyer's notice of disapproval shall specifically identify the aspects of the plans and 34 specifications of which Buyer disapproves. 35
- Seller's Right to Modify. Within days (3 days if not filled in) of Seller's receipt of Buyer's notice 36 b. of disapproval, Seller may give notice to Buyer of Seller's intent to modify the aspects of the plans and 37 specifications identified by Buyer. If Seller desires to increase the Purchase Price as a consequence of any 38 such modifications to the plans and specifications, then the procedures of paragraph 4 below shall apply. 39

#### PRESALE ADDENDUM

#### Continued

- c. Buyer's Right to Terminate. If Seller does not give notice of intent to modify the plans and specifications 40 within the time set forth in the above paragraph 3b, then Buyer may elect to give written notice of termination 41 of the Agreement within \_\_\_\_\_\_ days (3 days if not filled in) of the expiration of the time limit in the 42 preceding paragraph 3b. If Buyer gives such notice of termination within such time, then the Earnest Money 43 shall be refunded to Buyer. If Buyer does not give such notice of termination within such time, then 44 Buyer will be deemed to have accepted the plans and specifications without Seller modifying the 45 aspects which Buyer disapproved, and the plans and specifications shall be deemed a part of this 46 Agreement.
- d. Nonrefundable Payments Contingent on Satisfaction or Waiver of this Contingency. Notwithstanding 48 any other provision to the contrary, no payment to Seller shall become nonrefundable until the contingency 49 contained in this paragraph 3 is satisfied or waived. 50

### 4. DECORATION SELECTIONS, UPGRADES OR CHANGES.

cost of material, labor, and Seller's normal mark-up.

Unless otherwise provided herein, any changes, upgrades and/or additions to plans and specifications, 52 decorator selections, site plan, landscaping or any other aspect of the Property made after mutual acceptance 53 of this Agreement, including but not limited to any modifications resulting from Buyer's initial review of the 54 plans and specifications as provided in paragraph 3(b) (collectively called "Changes"), shall be subject to the 55 mutual agreement of Buyer and Seller. All Changes shall be agreed to in writing and shall be based on an 56 agreed price. The pricing of any Changes may include costs to Seller such as the costs of extra design, 57 estimating, supervision, rescheduling, restocking charges, and delays in construction, as well as the usual 58

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- b. With respect to decorator selections, Buyer shall be entitled to make selections of colors, floor coverings, 60 fixtures and appliances that Seller has not already ordered, provided that Buyer makes such selections within 61 \_\_\_\_\_\_ days (3 days if not filled in) following the request of Seller. All selections must be made from 62 Seller's standard stock of materials and within the allowances specified in the Agreement and/or the plans 63 and specifications, and are subject to reasonable availability.
- c. Buyer understands and agrees that all materials, supplies, fixtures and appliances are subject to their 65 reasonable availability. Seller reserves the right to substitute items of comparable quality, provided that such 66 Changes do not involve additional costs or delay. Buyer agrees to select a substitute from in-stock items if 67 special order items or color selections delay construction scheduling. 68
- d. Any Change requested by Buyer, including but not limited to any Changes in decorator selections, which 69 exceeds the allowances specified, or otherwise increases construction costs, must be paid by Buyer directly 70 to Seller in cash, in advance, and will be non-refundable. If Buyer wishes to have the nonrefundable payment 71 reflected in the final Purchase Price for financing and/or title insurance purposes, then such payment for 72 Change will be increased by five percent (5%) to reflect the increased costs to Seller (excise tax, title 73 insurance, etc.) and shall be added to the base Purchase Price at Closing with a credit for the amount paid. 74 This provision supersedes any terms to the contrary in any financing addendum or otherwise and it will not be 75 a requirement of the Agreement that the appraised value of the Property exceed the base Purchase Price. In 76 the event the appraisal does not equal or exceed the final Purchase Price, Buyer agrees that the amount paid 77 for Changes will not become a part of the financed portion of the final Purchase Price. Under no 78 circumstances is Seller obligated to commence any Changes, or order any materials in connection with a 79 requested Change, prior to payment for the Change. Sales commissions will be calculated on the final sales 80 price.
- e. Buyer understands and agrees that in the event this transaction fails to close for any reason other than 82 Seller's default, then Buyer's payment for any Changes are non-refundable and will be retained by Seller. 83

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#### PRESALE ADDENDUM

#### Continued

## 5. LOCATION OF HOME AND SITE CHARACTERISTICS.

- a. If there is no site plan:
  - Seller shall have sole responsibility to locate the house on the lot, observing curb appeal, drive location, 86 drainage considerations, existing trees, and topography.

#### b. If there is a site plan:

- The house to be built shall be placed on the Property approximately as shown on the site plan attached 89 as Exhibit \_\_\_\_\_\_. Seller reserves the right to make reasonable adjustments in the siting, 90 including addition of or raising walls which are not indicated on the building plans, changes in grade and 91 location of the house and the layout of walks and patios (including changing from a patio to a deck or a 92 deck to a patio if grade permits and it is more cost effective to do so) to accommodate site conditions.
- CLEARING THE PROPERTY. Clearing of ground cover and debris shall be limited to that reasonably necessary 94 to permit adequate access to the building area. That portion of the site outside the cleared area shall be left in its 95 current state. The area within the clearing limit shall be graded for proper drainage to an approximate finished 96 grade using materials available on the site.

In clearing the Property, it is Seller's normal policy to save as many trees as is reasonably possible. In some 98 cases, however, trees will be removed due to their proximity to the house, their grade relationships to the house, 99 or their undue interference with the construction of the house. Seller shall be the sole judge in such matters. 100

7. LANDSCAPING. Seller agrees to landscape the Property in a manner consistent with the appearance of the 101 neighborhood and the new home. Buyer acknowledges that Seller will also landscape in order to meet 102 engineering requirements such as grading and water drainage. Buyer acknowledges that matters of landscaping 103 have been delegated to Seller's sole discretion. 104

### 8. WARRANTY.

- a. Seller warrants that all workmanship and materials furnished by it in the construction of the home shall be free 106 from defects for a period of one (1) year from the date of substantial completion of the home. Seller agrees to 107 correct any defects in the finished construction identified by Buyer in writing during the one year warranty. 108 Buyer shall notify Seller promptly after the discovery of such conditions.
- b. Seller's warranty hereunder does not extend to any work, materials, or items warranted by third parties, 110 including without limitation, manufacturer's warranties. Seller's warranty excludes remedy for damage or 111 defect caused by abuse, modifications not executed by Seller, improper or insufficient maintenance, improper 112 operation, or normal wear and tear under normal usage. Seller does not warrant against gouges, scratches, 113 dents, etc., that are not recorded on the walk-through inspection report described in paragraph 9 below. Seller 114 will not be responsible for fallen trees or consequential damage for fallen trees after Closing.

The foregoing warranties are in lieu of all other warranties, express or implied, including, but not 116 limited to, warranties of merchantability and fitness for a particular purpose. Seller shall not be liable 117 under any circumstances for any incidental, consequential or other damages arising from or on 118 account of such defects in the work, and the remedies herein are expressly agreed to be exclusive. 119 Interior decorations, furnishings, and any model units are displayed for illustration only, and are 120 excluded from this Agreement unless otherwise set forth in the plans and specifications.

Buyer's Initials

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#### PRESALE ADDENDUM

#### Continued

9. PRE-CLOSING INSPECTION ("WALK-THROUGH"). Within \_\_\_\_\_\_ days (5 days if not filled in) before 122 Closing, or if not possible during that period, then as soon after Closing as is reasonably possible, Buyer and/or 123 Buyer's representative (which may include a professional inspector of Buyer's choice retained at Buyer's sole 124 expense) shall inspect the home together with Seller or Seller's representative and prepare a list of any 125 deficiencies in construction that do not fall within the quality required under this Agreement. Buyer and Seller shall 126 receive a copy of the walk-through report, listing items that require corrective actions. Items identified by Buyer at 127 the walk-through for correction by Seller will be corrected to the level required by applicable building codes and 128 industry standard. Seller will normally correct all such deficiencies within 30 days of the walk-through inspection, 129 unless another time is agreed upon. The completion of such items shall not be reason to delay the Closing as 130 provided herein.

## 10. CLOSING DATE/COMPLETION OF IMPROVEMENTS.

- a. Closing of this sale shall occur by the later of \_\_\_\_\_\_, or \_\_\_\_\_\_133 after the issuance of a building permit for the improvements on the Property; provided, however, if Seller has 134 not completed the improvements and obtained a Certificate of Occupancy for them prior to the Closing Date 135 for any reason, Seller may extend the Closing Date for up to 30 days without further liability. Notwithstanding 136 the foregoing, any specific completion dates and Closing Dates given by Seller are subject to extension for a 137 reasonable time at Seller's option due to the unavailability of material, labor disputes, weather conditions, 138 soils conditions, and other conditions beyond Seller's control.
- b. Closing shall not be deemed to have occurred until Buyer's funds are available for immediate disbursement to 140 Seller; at that time, keys will be turned over to Buyer. Seller reserves the right to show the Property to third 141 parties before the Closing Date. 142
- 11. OWNERSHIP OF PLANS AND SPECIFICATIONS. The complete plans and specifications for the improvements 143 on the Property are the property of Seller. All measurements set forth on the plans are outside dimensions, and all 144 square footages are approximate. Buyer may at any time prior to Closing request and shall be granted the right to 145 copies of said plans and specifications to be provided at Seller's cost. Buyer acknowledges that said plans and 146 specifications are the stock and trade of the Seller and agrees that Buyer will not transmit or make available 147 information concerning the plans and specifications to builders or other third parties.
- 12. QUESTIONS DURING CONSTRUCTION AND NOTICE OF DELAYS. Seller expects Buyer to have questions 149 regarding the construction of the home and improvements. Buyer acknowledges that Seller's subcontractors, 150 employees and real estate brokers have no authority to respond to Buyer's questions and no authority to make 151 any changes in the work. Accordingly, Buyer agrees not to interrupt the work of subcontractors and employees 152 with questions and instead to direct any questions regarding the construction process to \_\_\_\_\_\_\_\_\_\_. Further, Seller agrees to keep Buyer 154 advised of the progress of construction and to promptly advise Buyer of any delays that Seller reasonably expects 155 will delay Closing.
- 13. ACCESS TO PROPERTY PRIOR TO CLOSING. Buyer acknowledges that, to avoid interference with the work, 157 and pursuant to any applicable terms and conditions of Seller's liability insurance policy, Buyer may enter the 158 Property during working hours only with permission of Seller. When viewing the Property after working hours, 159 Buyer agrees to do so only with Seller's Listing Broker present. Buyer and Buyer's agents are expressly denied 160 permission to work on the home (or other improvements) during construction for any reason. If Buyer or Buyer's 161 agents perform such work, then Buyer accepts responsibility for any additional costs related to delays and/or 162 corrections required to proceed with construction, and agrees that all or some portions of the home or other 163 improvements may be excluded from Seller's Warranty.
- 14. CONFLICTS BETWEEN THIS ADDENDUM AND OTHER ASPECTS OF THE PURCHASE AND SALE165 AGREEMENT. In the event of a conflict between this Addendum and any other contract documents, this 166 Addendum shall control unless the other document specifically references this Addendum and the fact that it 167 supersedes the provisions of this Addendum. 168

Date

Form 26A Presale Addendum – Optional Clauses Rev. 7/10 Page 1 of 3

PRESALE ADDENDUM - OPTIONAL CLAUSES

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The fo	llowing	is	part	of	the	Purchase	and	Sale	Agreement	dated
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hotwoon				("Buyer")	2
between	Buyer	Buyer		(Buyer)	2
and	B-101			("Seller")	3
concerning	Seller	Soller		(the "Property").	4
concoming.	Address	City	State Zip		

## CHECK IF INCLUDED:

## PARAGRAPH 4(f) OF PRESALE ADDENDUM – Selections, Upgrades, Changes - Restoration Fee Account. 6

f. If, prior to the time any Buyer-requested Changes are agreed to, Seller reasonably determines that such 7 Buyer-requested Change will affect the marketability of the Property in the event this Agreement fails to close, 8 or will not add value to the Property commensurate with the cost of performing the Change, then Seller will so 9 advise Buyer. Seller may then either (i) reject the requested Change, or (ii) proceed with the requested 10 Change provided that, in addition to cash payment in advance, the Buyer deposits into a Restoration Fee 11 Account amounts sufficient to pay for the Seller's correction of the Change in the event this Agreement fails to 12 close. Seller is under no obligation to proceed with the requested Change until such deposit is made, which 13 deposit shall be non-refundable. The Restoration Fee Account shall be maintained by Escrow Agent. Any 14 amounts deposited by Buyer into the Restoration Fee Account shall be credited toward the Purchase Price at 15 Closing.

In the event Buyer chooses not to make deposits into a Restoration Fee Account as requested by Seller, then 17 Buyer may, within 5 days of Seller's request to make such deposit, give written notice of termination to Seller, 18 in which case this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. If Buyer 19 does not make such deposit within 5 days of Seller's request, or fails to give the notice of termination within 20 the time set forth in the preceding sentence, then Seller may proceed with construction without making the 21 requested Change.

## PARAGRAPH 7 OF PRESALE ADDENDUM – Landscaping.

The Purchase Price includes the following landscaping installations in the following yard areas:

Seller shall install such landscaping in a manner consistent with the appearance of the neighborhood, the new 26 house and applicable law and regulations. Buyer acknowledges that Seller will also landscape in order to meet 27 engineering requirements such as grading and water drainage. Buyer thus acknowledges that Seller will use 28 Seller's sole discretion in locating and installing such landscaping installations.

## SELLER'S REPLICATION OF A PREVIOUS PROJECT.

The completed house and the associated grounds, landscaping, etc., shall be substantially identical to the house 31 previously constructed by Seller at \_\_\_\_\_\_ (address) 32 and shall be of equal or greater quality in all manner and especially fit, finish and appearance. 33

## STANDARD FORM OWNER'S POLICY OF TITLE INSURANCE.

Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, 35 at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with 36 homeowner's additional protection and inflation protection endorsements if available at no additional cost, from 37 the Title Insurance Company rather than the Homeowner's Policy of Title Insurance.

## EXTENDED COVERAGE TITLE INSURANCE.

Date

Notwithstanding the "Title Insurance" clause in the Agreement, Buyer's lender or Closing Agent is directed to 40 apply for an ALTA or comparable extended coverage policy of title insurance. Buyer shall pay the increased costs 41 associated with the extended coverage policy including excess premium over that charged for the policy provided 42 for in the Agreement.

Seller Buyer shall pay the cost of any survey required for such extended policy of title insurance.

#### PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

### CUSTOMER SERVICE.

Buyer acknowledges receipt of a copy of Seller's written policy with regard to service. Buyer agrees to comply 46 with such provisions, particularly with regard to giving notice of defects to Seller. 47

### OAK FLOORS, DRIVEWAYS AND SIDEWALKS.

Notwithstanding the warranty provisions in the Presale Addendum, Seller will be responsible for oak floors, 49 driveways and sidewalks only until Closing. Seller cannot warrant these items after Closing. 50

### CONDITION OF DRYWALL AND SIDING.

Small cracks in drywall are an inevitable result of new construction. Seller will repair any problem once during the 52 one-year warranty period. After the one-time repair, Seller will have no further responsibility for the condition of 53 drywall. Buyer acknowledges that wood siding may expand and shrink during different times of the year which 54 may result in the occasional exposure of small portions of siding unpainted below the butt of beveled siding. This 55 circumstance is an inevitable one for which Seller cannot be responsible. 56

### □ REMEDIES – ARBITRATION.

The parties intend that any construction related disputes or controversies arising out of this Agreement 58 be speedily resolved. Accordingly, the parties agree that any construction-related dispute, claim, or 59 controversy relating to this Agreement and arising during the course of construction shall be resolved by 60 arbitration.

The arbitrator shall use the Construction Industry Arbitration Rules of the American Arbitration 62 Association for the conduct of the arbitration, or such other rules as the arbitrator in his or her sole 63 discretion deems more appropriate. The arbitrator is granted by the parties the authority to award such 64 legal or equitable relief as the arbitrator deems appropriate, including reasonable attorneys' fees. The 65 award of the arbitrator may be enforced in any court of suitable jurisdiction. 66

## □ WAIVER OF FINANCING.

If this Agreement is subject to Buyer's obtaining financing, and if Buyer at any time prior to Closing waives or 68 satisfies that financing contingency, whether or not such waiver or satisfaction is made upon demand by 69 Seller, then all Earnest Money shall immediately become non-refundable and shall be immediately paid to Seller 70 at the time of such waiver or satisfaction. Such payment shall be in consideration of Seller proceeding with 71 construction of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. The 72 amount of the Earnest Money shall be applied to the Purchase Price at Closing.

## PRICE INCREASE DUE TO DELAY.

The agreed Purchase Price is based on Seller being able to start construction within \_\_\_\_\_\_ days 75 (30 days if not filled in) after mutual acceptance of this Agreement. If Seller is unable to commence construction 76 within this period due to any circumstances beyond Seller's control (such as Buyer's failure to satisfy or waive 77 contingencies), then so long as Seller has not terminated the Agreement due to Buyer's breach, the Purchase 78 Price shall be increased by the greater of Seller's actual increased costs (including Seller's overhead and 79 additional sales tax) due to delay, or \_\_\_\_\_\_ percent ( \_\_\_\_\_%) for each 80 month or portion of a month for which the commencement date is delayed.

Date

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Form 26A Presale Addendum – Optional Clauses Rev. 7/10 Page 3 of 3 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

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#### PRESALE ADDENDUM - OPTIONAL CLAUSES

#### Continued

CONFLICT.

If there is a discrepancy between the terms of the Agreement and the plans and specifications, the Agreement 83 shall prevail over the plans and specifications, and the plans shall prevail over the specifications. Actual 84 measurements in construction may vary from those shown on the plans and the layout of mechanical installations 85 may vary according to the installer's judgment and/or code requirements. If the standard printed terms on the 86 Purchase and Sale Agreement conflict with this Addendum, the Presale Addendum (NWMLS Form 26) or any 87 subsequent Addendum to this Agreement, then the terms of this Addendum shall prevail over the printed terms of 88 the Purchase and Sale Agreement form.

### SELLER'S PURCHASE OF LOT.

This Agreement is subject to Seller's purchase of the real property upon which the home and other improvements 91 are to be located. Buyer is advised that Seller is purchasing the subject Property in accordance with an ongoing 92 purchase and sale agreement from a third party. This Agreement is subject to Seller completing the purchase in 93 accordance with that third-party agreement within \_\_\_\_\_ days after mutual acceptance of this Agreement. 94

#### RECORDATION OF PLAT.

This Agreement is conditioned on recording of the plat, without changing the boundaries of or access to the lot as 96 shown in the preliminary plat. The Earnest Money shall be deposited to Selling Firm's trust account, and no 97 money may be disbursed therefrom until the plat is recorded. 98

This transaction is subject to final plat recording on or before

#### TITLE COMPANY AND ESCROW FEES.

Notwithstanding anything to the contrary elsewhere in this Agreement, Seller and Buyer shall pay the costs of 101 escrow fees as follows: 102

103

No other provisions in the Agreement pertaining to closing costs and/or prorations shall be modified by this 105 paragraph. 106

### NON-REFUNDABLE CONSTRUCTION RETAINER.

No later than the date on which all Buyer's contingencies under this Agreement have been satisfied or waived, 108 and in no event later than \_\_\_\_\_\_ Buyer shall pay to Seller a non-refundable retainer in the 109 amount of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_) (the 110 "Construction Retainer"). The Construction Retainer is paid in consideration of Seller proceeding with construction 111 of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. If Buyer fails to 112 make the Construction Retainer within the required time, Seller may in its sole discretion terminate this 113 Agreement.

The Earnest Money deposit stated in the Agreement will be applied to the Construction Retainer due, and upon 115 the earlier of (1) satisfaction of contingencies as stated in the preceding paragraph, or (2) the date set forth in the 116 preceding paragraph, shall be released to Seller. The Construction Retainer shall be applied to the Purchase 117 Price at Closing.

Form 31 Earnest Money Promissory Note Rev. 7/10 Page 1 of 1 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## EARNEST MONEY PROMISSORY NOTE

\$	, Washington
FOR VALUE RECEIVED.	
Buyer	New York
Buyer	("Buyer")
agree(s) to pay to the order of	(Selling Firm or Closing Agent)
he sum of	
\$), a	as follows;
within 3 days following mutual acceptant	ce of the Purchase and Sale Agreement.
•	
	ller("Seller")
Seller	
lated	Buyer's failure to pay the Earnest Money aid Purchase and Sale Agreement as well as on this Note.
ancity as above shall constitute default on s	aid Fulchase and Sale Agreement as well as on this Note.
	n attorney for collection, or if suit shall be brought to collect uyer promises to pay reasonable attorneys' fees, and all
Date:	
BUYER	
BUYER	
BUYER	

\* "On closing" or similar language is not recommended. Use a definite date.

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

This	Assignment of Buyer's Inte	rest in Purchase and Sale Ag	greement ( Assig	nment ) is made	1
by _	Assignor	Assignor		("Assignor")	2
asat	1	1993			
and _	Assignee	Ássignee		("Assignee")	3
with r	egard to			(the "Property").	4
	Addross	City	State Zip		
Assig	nor is the Buyer of the Pro	perty pursuant to the Purcha	ise and Sale Agi	reement dated	5
	(the "	Agreement").			6

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

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

Date

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Form 33 Cooperative Apartment Addendum Rev. 7/15 Page 1 of 1

## COOPERATIVE APARTMENT ADDENDUM TO PURCHASE AND SALE AGREEMENT

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This form is an addendum to the

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

Date

Date

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Form 34 Addendum/Amendment to P&S Rev. 7/10 Page 1 of 1 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

between			("Buyer	") כ
	Buyer	Buyer		14
and			("Seller	") ?
	Seller	Seller		13
concerning			(the "Property"	14
	Address	City	State Zip	1. 4
IT IS AGR	EED BETWEEN THE SELL	ER AND BUYER AS FOLLOWS:		5
			nd approval of the agreement within 14 oney shall be refunded to the Buyer.	6 7 8 9 10
2. Sellers	to have the carpets pro	fessionally cleaned prior to c	closing at Seller's expense.	9
a inder			and the second	10 11
3. Selling	Broker is related to Bu	iyer.		12
4 D	A S WEBLICK LINE COLORS		negar.	13
4. Buyer	is a licensed real estate	broker in the state of Washin	ngton.	14 15
	llowing items are includ ock furniture & planters		al cost to the Buyer and having no	16 17 18 19 20
				21 22 23
				24 25 26 27 28 29

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

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Form 35 Inspection Addendum Rev. 7/19 Page 1 of 2 ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated

between				("Buyer")	2
	Buyer	Buyer			
and				("Seller")	3
1.1	Seller	Seller			
concerning	La chángla			(the "Property").	4
	Address	City	State Zip		

a. INSPECTION CONTINGENCY. This Agreement is conditioned on Buyer's subjective satisfaction with 5 inspections of the Property and the improvements on the Property. Buyer's inspections may include, at 6 Buyer's option and without limitation, the structural, mechanical and general condition of the 7 improvements to the Property, compliance with building and zoning codes, an inspection of the Property 8 for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be 9 performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18,280 RCW.

Sewer Inspection. Buyer's inspection of the Property □ may; □ may not (may, if not checked) include 11 an inspection of the sewer system, which may include a sewer line video inspection and assessment and 12 may require the inspector to remove toilets or other fixtures to access the sewer line. 13

**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of 14 Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any 15 improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for 16 interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the 17 Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all 18 damages resulting from any inspection of the Property performed on Buyer's behalf.

BUYER'S NOTICE. This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless 20 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial within 21 Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) 22 23 disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves 24 25 the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase 26 price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in paragraph 27 28 below. The parties may use NWMLS Form 35R to give notices required by this Addendum.

ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be 29 deemed waived and Seller shall not be obligated to make any repairs or modifications. Buyer shall not 30 provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as 31 required by paragraph 1.b. 32

- Additional Inspections. If an inspector so recommends, Buyer may obtain further evaluation of any item 33 by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, 34 Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 35 inspections. If Buyer gives timely notice of additional inspections, Buyer shall have \_\_\_\_\_\_ (5 days if 36 not filled in) after giving the notice to obtain the additional inspection(s) by a specialist.
- c. Buyer's Requests for Repairs or Modifications. If Buyer requests repairs or modifications under 38 paragraph 1.a. or 1.b., the parties shall negotiate as set forth in this paragraph. Buyer's initial request and 39 Seller's response made in accordance with the following procedures are irrevocable for the time period 40 provided.
  - (i) Seller's Response to Request for Repairs or Modifications. Seller shall have \_\_\_\_\_\_ days (3 42 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller 43 (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 44 modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) 45 offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for 46 repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If 47

Form 35 Inspection Addendum Rev. 7/19 Page 2 of 2

#### INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

#### Continued

Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to 48 reply, as follows: 49

(ii) Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer 50 shall have \_\_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response 51 or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (a) 52 accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller 53 on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 55

ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The 56 parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's 57 Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in 58 waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or 59 modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED. 60

- d. Repairs. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at 61 Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no 62 fewer than days (3 days if not filled in) prior to the Closing Date. In the case of hazardous 63 materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, 64 decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as 65 recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject 66 to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer 67 elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the 68 parties are advised to seek the counsel of an attorney to review the terms of that agreement. 69
- e. Oil Storage Tanks. Any inspection regarding oil storage tanks or contamination from such tanks shall be 70 limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless 71 otherwise agreed in writing by Buyer and Seller. 72
- f. On-site Sewage Disposal Systems Advisory: Buyer is advised that on-site sewage disposal systems, 73 including "septic systems," are subject to strict governmental regulation and occasional malfunction and 74 even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in 75 addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).
- NEIGHBORHOOD REVIEW CONTINGENCY: Buyer's inspection includes Buyer's subjective satisfaction that 2. 78 the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended 79 use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation 80 of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of 81 other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to 82 purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within 83 (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review 84 condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then 85 86 this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- PREINSPECTION CONDUCTED. Buyer, prior to mutual acceptance of this Agreement, conducted a 87 building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, 88 and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the 89 Property in its present condition and acknowledges that the decision to purchase the property was based on 90 Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling 91 Broker.
- WAIVER OF INSPECTION. Buyer has been advised to obtain a building, hazardous substances, building 93 and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the 94 results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. 95 Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal 96 inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 97

Form 35P Pre-Inspection Agreement Rev. 7/19 Page 1 of 1 ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## PRE-INSPECTION AGREEMENT

betweer				("Buyer")
Jermeer	Buyar	Buye		( buyer )
nd	2.13			("Seller")
anticir	Seller	Selle	ement between them for the rea	I property located at
anticip	ation of the negotiation of	a purchase and sale agre	ement between them for the rea	
Address		City	State Zip	(the "Property").
Pre-	Contract Inspection. Selle	r agrees that Buyer may ir	spect the Property at a mutually	convenient time and
			ne structural, mechanical and ge	
haza	rdous materials, a pest in	spection, and a soils/stabil	and zoning codes, an inspectio ity inspection. The inspection m	n of the Property for just be performed by
	r or a person licensed (or e			
Buye	er's Obligations. All inspe	ctions are to be (a) ordere	d by Buyer (b) performed by an	inspector of Buyer's
			Il not alter the Property or any is solely responsible for interview	
inspe	ectors. Buyer shall restore	the Property and all impro	vements on the Property to the	same condition they
			for all damages resulting from	
	r, unless Seller requests ot		vide the inspection report, or por	tions of the report, to
			] may; 🗆 may not (may, if not	checked) include an
inspe		, which may include a se	wer line video inspection and a	
solely			anks or contamination from such torage tanks on the Property, unl	
	urther Obligation. The particle of the particular of the particula		Agreement does not obligate th	ne Buyer or Seller to
	neys' Fees. If Buyer or S is entitled to attorneys' fees		the other concerning this Agree	ement, the prevailing
			Seller harmless from any and all	
	onal injury that arise as a re Seller's negligence or inten		he inspection, except insofar as a	any such claims arise
Buyer's	Signature	Date	Seller's Signature	Date
Buyer's	Signature	Date	Seller's Signature	Date

Selling Broker's Phone Number

Selling Broker's E-mail Address

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Form 35R Inspection Response for Form 35 Rev. 7/08 Page 1 of 1

**INSPECTION RESPONSE FOR FORM 35** 

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petween _				("Buyer
etween _	Buyer	8	uyer	
nd				("Seller"
12.5%	Seller	S	eller	ALC: NO. ALC: NO.
oncerning	Address	C	ity	(the "Property"
BUYER		QUEST FOR REPAIRS	and the state of t	and and a second s
		erty is approved and the in	a second s	
Buyer's	inspection of the Prop			terminated. The Earnest Money shall be
	d to Buyer.*	and increation. The lase		ndation is attached. The time for Buyer's
respons Buyer r	se to the initial and addi	tional inspection is extend nodifications and/or repa	ded as provided in	n paragraph 1(b) of Form 35.* es to these modifications or repairs, the
Buyer		Date	Buyer	Date
SELLER	R'S RESPONSE TO BU	ecome a part of the Agree	ement. REPAIRS OR M	ODIFICATION.
SELLEF Seller ag Seller ag is satisfi necessa	R'S RESPONSE TO BU cknowledges receipt of grees to all of the modific ed, the parties agree to	ecome a part of the Agree JYER'S REQUEST FOR Buyer's request for modif ations or repairs in Buyer's proceed to Closing as p	ement. REPAIRS OR M ication or repair, request for modifi	ODIFICATION. and responds as follows: cation or repair. The inspection contingenc
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SELLER Seller ag is satisfin necessa Seller of Seller re Seller re	R'S RESPONSE TO BU cknowledges receipt of grees to all of the modific ed, the parties agree to ry.** ffers to correct only the ejects all proposals by B	ecome a part of the Agree JYER'S REQUEST FOR Buyer's request for modif ations or repairs in Buyer's proceed to Closing as p following conditions:**	ement. REPAIRS OR Me ication or repair, request for modifi rovided in the Ag	ODIFICATION. and responds as follows: cation or repair. The inspection contingency reement, and Buyer's reply, below, is no
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Seller and Seller and Seller and Seller and Seller and Seller of Seller of Seller re Seller re	R'S RESPONSE TO BU cknowledges receipt of grees to all of the modific ed, the parties agree to ry.** ffers to correct only the ejects all proposals by B ejects all proposals by B ejects all proposals by B ejects Seller's response ejects Seller's response Money shall be refunde ejects Seller's response doney shall be refunde ejects Seller's response edges that the inspectio ives notice disapproving	ecome a part of the Agree JYER'S REQUEST FOR Buyer's request for modif ations or repairs in Buyer's proceed to Closing as p following conditions:** Buyer.* Buyer, but proposes the for Date S RESPONSE. e and agrees to proceed to e. Buyer disapproves of ad to Buyer.* e, but offers the attache on contingency will be wa	ement.  REPAIRS OR Mu ication or repair, request for modifi rovided in the Ag  Ilowing alternativ Seller  To Closing as provided unless Buye ninating the Agre	ODIFICATION. and responds as follows: cation or repair. The inspection contingency reement, and Buyer's reply, below, is no e modifications or repairs:**
SELLER Seller ag is satisfin necessa Seller of Seller re Seller re	R'S RESPONSE TO BU cknowledges receipt of grees to all of the modific ed, the parties agree to ry.** ffers to correct only the ejects all proposals by B ejects all proposals by B ejects all proposals by B ejects Seller's response ejects Seller's response Money shall be refunde ejects Seller's response doney shall be refunde ejects Seller's response edges that the inspectio ives notice disapproving	ecome a part of the Agree JYER'S REQUEST FOR Buyer's request for modif ations or repairs in Buyer's proceed to Closing as p following conditions:** Buyer.* Buyer, but proposes the for Date S RESPONSE. e and agrees to proceed to e. Buyer disapproves of ad to Buyer.* e, but offers the attache on contingency will be wa g the inspection and term	ement.  REPAIRS OR Mu ication or repair, request for modifi rovided in the Ag  Ilowing alternativ Seller  To Closing as provided unless Buye ninating the Agre	ODIFICATION. and responds as follows: cation or repair. The inspection contingency reement, and Buyer's reply, below, is no e modifications or repairs:** Date vided in the Agreement.** and this Agreement is terminated. The oposal for modification or repair. Buyer ar and Seller reach written agreement of

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

#### Northwest Multiple ALL RIGHTS F

### INSPECTOR REFERRAL DISCLOSURE

**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. 3

The undersigned real estate broker ("Broker") makes the following disclosure regarding the below Inspector(s) 4 referred by Broker to Buyer/Seller: 5

A. 6 Name of Inspector 7 Nature of Relationship with Broker В. 8 Name of Inspector 9 Nature of Relationship with Broker C. 10 Name of Inspector 11 Nature of Relationship with Broker 12 Firm (Company) 13 By: (Broker) Date 14 Buyer/Seller hereby acknowledges receipt of a copy of this Inspector Referral Disclosure. 15 Buyer/Seller Date

Form 35E Escalation Addendum Rev. 7/15 Page 1 of 1 ©Copyright 2015 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

	Buyer	Buyer		("Buyer")
	(049)(	0.3,1		(10 - 11 - 11)
ind	Saller	Seller		("Seller")
oncerning	Addross	Cily	Slate Zip	(the "Property").
ncreased if ot assure 'ou are ca	O BUYER: By including this Adder f Seller receives an equal or higher off that the Competing Offer used to est utioned to offer no more than you are ker(s) may disclose the terms of your	fer from another buyer (th ablish your purchase prio willing to pay for the Pro	ne "Competing Offer"). The ce will, in all ways, be co operty. You are further ac	nis Addendum does omparable to yours.
Net Pr increas new pu price (o	IASE PRICE. If Seller receives a Co ice equal to or greater than the N ed to \$ more than rchase price of this offer exceed \$ r the maximum price if the Competing a credits to Buyer for closing costs.	let Price of this offer, the Net Price of the Com , The	then the Net Price of peting Offer. In no event term "Net Price" means t	this offer shall be , however, shall the he stated purchase
forms, of price to from the or equi	ETING OFFER. A Competing Offer m containing all material terms necessar be paid in cash at closing; (b) provide e date of this offer; and (c) is not conti valent). A Competing Offer may incl ency (i.e. NWMLS Form 22Q or equiva	ry for an enforceable agr es for closing no later tha ingent on the sale of the lude other conditions, so	eement which (a) require an days (60 buyer's property (i.e. no	es the full purchase days if not filled in) NWMLS Form 22B
	<b>R'S ACCEPTANCE</b> . Seller's escalat blete copy of any Competing Offer on.			
new pu known. the ext	URCHASE PRICE WORKSHEET. The rchase price. The worksheet can only The accuracy or completeness of the ent the following calculations are in ns shall control.	y be completed when the calculation shall not re	e purchase price of the nder this Agreement une	Competing Offer is enforceable, and to
(or the r	se Price of Competing Offer naximum purchase price of the Comp ains an escalation provision)	sting Offer		
Less Cr	edits to Buyer in Competing Offer	\$		
Compet	ing Offer Net Purchase Price	\$		
Plus Es	calation Amount (this offer)	5		
	y Credits to Buyer (this offer)	\$		
Plus An				

Form 35F Feasibility Contingency Addendum Rev. 7/10 Page 1 of 1 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

#### FEASIBILITY CONTINGENCY ADDENDUM

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

Feasibility Contingency. Buyer shall verify within days (10 days if not filled in) after mutual acceptance 5 (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6 but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7 cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8 notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10 rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11 inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12 shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13 Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14 constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15 environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16 procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17 utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19 time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20 need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21 Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22 be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

□ AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24 Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25 on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Form 90P Feasibility Contingency Notice Rev. 5/14 Page 1 of 1 ©Copyright 2014 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## FEASIBILITY CONTINGENCY NOTICE (NOTICE OF DISAPPROVAL/APPROVAL)

between				("Buyer")
- 100 C	Buyer	Buye	r	
nd	Seller	Salia	0	("Seller")
		2040	r	and many starts and
oncerning	Addross	City	State 2	(the "Property")
		sibility Contingency Disaged terminate the Agreement,		ves the results of a feasibility f the Earnest Money.
Buyer		Date	Buyer	Date
Notice	of Satisfaction (Feasi	bility Contingency Appro-	val). Buyer approves the	results of a feasibility study o
Notice	e of Satisfaction (Feasi roperty and elects to pro		val). Buyer approves the	results of a feasibility study c
Buyer Notice the Pr	of Satisfaction (Feasi operty and elects to pro	bility Contingency Appro-	val). Buyer approves the	results of a feasibility study o

Form 35N Neighborhood Review Contingency Rev. 3/03 Page 1 of 1

NEIGHBORHOOD REVIEW CONTINGENCY ADDENDUM TO PURCHASE AND SALE AGREEMENT ©Copyright 2003 Northwest Multiple Listing Service ALL RIGHTS RESERVED

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

**NEIGHBORHOOD REVIEW.** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the 5 neighborhood in which the Property is located are consistent with Buyer's intended use of the Property (the 6 "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to 7 bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, 8 environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If 9 Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_\_ days (3 days if not filled in) 10 of mutual acceptance of the Agreement then this Neighborhood Review condition shall conclusively be deemed 11 satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest 12 Money shall be refunded to Buyer.

Form 90M Notice of Termination/Neighborhood Review Rev. 4/01 Page 1 of 1 ©Copyright 2001 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## NOTICE OF TERMINATION PURSUANT TO NEIGHBORHOOD REVIEW

The followin	g is part of the Purchase	and Sale Agreement dated		1
between	Buyer	Buyer		("Buyer") 2
and	Sola	boye,		("Seller") 3
	Seller	Seller		
concerning	Address	City	State Zip	(the "Property"). 4

Notice of Termination Pursuant to Neighborhood Review. Buyer has conducted a neighborhood review. Buyer 5 hereby gives notice that Buyer disapproves the neighborhood review. Buyer hereby terminates the Agreement and 6 demands the return of the Earnest Money. 7

Buyer

Date

Buyer

Date

8

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

## COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

All terms and conditions of the offer (R	ear Estate Furchase and Sale Ag		1407 10421 11 11/1
concerning	City	State Zip	(the "Property")
by,		, as	
and the set of the instant of the		, as	
are accepted, except for the following	changes.		
The Purchase Price shall be \$			
□ Other.			

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

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

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

26

Form 36A Offer/Counteroffer Withdrawal Rev: 7/19 Page 1 of 1 ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## WITHDRAWAL OF OFFER OR COUNTEROFFER

petween	Buyer		Buyer		 		("Buyer")
and							("Seller")
	Seller		Seller				(¥ is notice ¥
oncerning		and the second second					(the "Property").
	Addres	5	City		Slate	Zip	
0:		Seller and Listing Broker					
		Buyer and Selling Broker					
he attache	d 🗆 O	ffer; 🗖 Counteroffer is withdrawn.					
				514. TH			

Form 38A Back-Up Addendum Rev. 2/17 Page 1 of 1

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## BACK-UP ADDENDUM TO PURCHASE AND SALE AGREEMENT

Seller Address	Seiler		("Seller"
	Seller		
Address			
Houress	City	State Zip	(the "Property")
Agreement Subject to F o sell to Buyer, unless the	<b>irst Sale.</b> This "Back-Up Agree First Sale fails to close.	eement" is subject to	the First Sale. Seller is not
		Buyer within 3 days o	learning that the First Sale
f not filled in) from the	date of delivery of the First		
on by Buyer. Buyer may lice.	terminate this Back-Up Agre	eement any time prio	r to receiving the First Sale
t, including the deposit of NWMLS Short Sale Add	f Earnest Money, shall begin endum (Form 22SS) is a par	on the date of delive t of this Back-Up Ag	ery of the First Sale Failure reement, all timelines shall
	("First Sale" Agreement Subject to F o sell to Buyer, unless the First Sale Fails to Clos se ("First Sale Failure No the First Sale fails to cl f not filled in) from the supersedes the Closing of Back-Up Agreement f not filled in) after mut on by Buyer. Buyer may ice. the purposes of comp , including the deposit o NWMLS Short Sale Add	("First Sale"). Seller reserves the right to a Agreement Subject to First Sale. This "Back-Up Agree to sell to Buyer, unless the First Sale fails to close. First Sale Fails to Close. Seller shall give notice to E se ("First Sale Failure Notice"). The First Sale fails to close, the Closing Date of this f not filled in) from the date of delivery of the First supersedes the Closing Date in the Agreement. of Back-Up Agreement. If Seller has not given the f not filled in) after mutual acceptance of this Back- on by Buyer. Buyer may terminate this Back-Up Agree ice. the purposes of computing time (except for paragon, including the deposit of Earnest Money, shall begin NWMLS Short Sale Addendum (Form 22SS) is a paragonal to a self the self of t	First Sale Fails to Close. Seller shall give notice to Buyer within 3 days of se ("First Sale Failure Notice"). The First Sale fails to close, the Closing Date of this Back-Up Agreement f not filled in) from the date of delivery of the First Sale Failure Notice supersedes the Closing Date in the Agreement. of Back-Up Agreement. If Seller has not given the First Sale Failure Not f not filled in) after mutual acceptance of this Back-Up Agreement, this on by Buyer. Buyer may terminate this Back-Up Agreement any time prior

Date

Date

Buyer

Buyer

Date

Seller

Seller

Form 38B Back-Up Addendum Notice Rev. 7/19 Page 1 of 1

BACK-UP ADDENDUM NOTICE

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

## Seller's First Sale Failure Notice

Pursuant to Paragraph 3 of the "Back-Up" Addendum (Form 38A), Seller gives notice to Buyer that the First Sale 5 failed to close ("First Sale Failure Notice"). This "Back-Up Agreement" is now a firm agreement for the sale of the 6 Property. 7

Seller	Date	Seller	Date	0
Buyer's Notice of Termination				9
Pursuant to Paragraph 6 of the "Band Notice and therefore, Buyer hereby				10 11
Buyer	Date	Buyer	Date	12

Form 39 Second Buyer's Addendum Rev. 7/15 Page 1 of 1

## SECOND BUYER'S ADDENDUM

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he '	"Sec	cond Sale Agreement') between			("Selle
		Seller		Seller	
nd .		2 <sup>nd</sup> Buyer			("Second Buye
		Son Britat	2 <sup>nd</sup> Buyer		
onc	erni	ng	City	Slata	(the "Property
	Pror		. 이번 모님 그 아까나 여기에 있네.		Zip the Property is subject to
P(= 0" h 9	orior "Firs Buye offer Bum has s Sale	perty Subject to Prior Contingent S purchase and sale agreement (the "Pr st Buyer"). The Prior Sale is conting- ir's property ("Buyer's Property") on or to sell the Property, then notice of Se p Notice"). If, after receipt of the Bun sold Buyer's Property; or (ii) that First E will terminate, and this Second Sale A e Prior Sale after mutual acceptance and	ior Sale") between Selle ent on First Buyer ente before The eller's acceptance of a s op Notice, First Buyer d Buyer waives the Buyer's greement shall proceed	r and ring into an agree e Prior Sale provise econd offer shall oes not give time s Sale of Property to Closing. Selle	eement for the sale of Fin des if Seller accepts anoth be given to First Buyer (th aly notice that (i) First Buyer Contingency, then the Prive er shall not amend the term
s	Seco	and Buyer's Walver of Contingencie ved notice of Second Buyer's waiver o	s. The Bump Notice wi	Il not be given to	First Buyer until Seller ha
C	<b>]</b> a.	Second Buyer's approval of a "Seller	Disclosure Statement" (I	Form 17).	
Q	⊐b.	Second Buyer's approval of an inspe- but not limited to structural, roof, pe (Form 35) and Septic Addendum (For	st, soils/stability, and se		
Ę	⊐ c.	Second Buyer's approval of a review consistent with Second Buyer's intend			
C	d.	Second Buyer's approval of a Condor	minium Resale Certificat	e (Form 27).	
	] e.	Second Buyer's Financing Addendum	(Form 22A).		
Ģ	] f.	Second Buyer's approval of			
s B B	elec Buye Buye	p Notice. Within days ( ted in Paragraph 2 of this Addendum r. Seller shall inform Second Buyer of r terminates this Second Sale Agreem Second Buyer shall be in default.	have been satisfied or v the results of First Buy	vaived, a Bump N er's response to	the Bump Notice. If Secon
W	/aive ame	Buyer's Contingency Satisfied or W s First Buyer's Sale of Property Con within 1 day and this Second Sale Ag nd Buyer. Seller's notice may be giver	tingency, then Seller sh reement shall terminate	all provide Seco and the Earnest	nd Buyer with notice of th Money shall be refunded t
th	ne P irst	Buyer's Contingency Not Satisfied or rior Sale, then Seller shall provide Se Buyer Terminated Prior Sale") and th be given on the Contingency Property I	cond Buyer with notice is Second Sale Agreem	of the same with ent shall proceed	in 1 day ("Seller's Notice
		outation of Time. For the purposes o sit of earnest money), all timelines shal			
e	ffect	Addendum Controls. All other terms a . In the event of conflict between the ment, this Addendum shall control.			

Form 40 Commission Disbursement Form Rev. 7/10 Page 1 of 1

122 -

COMMISSION DISBURSEMENT FORM

Property Address		he space provided.			
Buyer       Buyer         Builter       Stater         Soliter       Stater         Soliter       Stater         Soliter       Stater         Property Address       Address         Address       City         State       Zp         Property Address       Address         Address       City         State       Zp         to	4) Send one	e copy to the Closing Agent.			
Buyer       Buyer         Seller       Seller         Seller       Seller         Seller       Seller         String No.       Today's Date         Property Address       Advess         Advess       City         State       Zp         Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct with hotocopies of this form as follows:	5) Retain or	ne copy.			
Seller	Buyer		Binner		
Seller       Seller         Isting No.	Seller		Buyer		
Property Address	Seller	a second s	Seller Todov/s Date		
Address       City       State       Zp         Closing Agent					
Closing Agent's Address       Dity       State       Zip         The Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct with obtoacopies of this form as follows:       (Selling Firm)         S       to	Property Addr	Address	City	State	Zip
Address     City     State     Zip       'he Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct with hotocopies of this form as follows:     (Selling Firm)	Closing Agent	t			
The Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct with http://www.closing.com/state/stat	Closing Agent	t's Address			
Address Oity State Zp to Address Oity State Zp					
to			the Selling Firm's share of the commis	ssion and mail it di	rect with
Address       City       State       Zip         Io	notocopies	and the spectral of the second second			(Colling Firm)
to					_ (Seming Firm)
3       to		Address	City	State	Zip
Address       City       State       Zp         Selling Firm	;	to		1.11	10
istege:					
Address       City       State       Zip         Selling Firm			City	State	Zip
elling Firm       Phone         y		to			
Selling Firm       Phone         y		Address	000	01-1-	21
yAuthorized Signature Please Print:	elling Firm	Address	City		Zip
Authorized Signature         ISTING FIRM MUST:         1) Fill in the following completely.         2) Sign in the space provided.         3) Send the original to the Closing Agent.         4) Retain a photocopy.         he total commission owed is \$ of which the Listing Firm's share is \$         he Closing Agent is instructed to disburse the Listing Firm's share of the commission and mail it direct with hotocopies of this form as follows:			Bear word		
ISTING FIRM MUST: 1) Fill in the following completely. 2) Sign in the space provided. 3) Send the original to the Closing Agent. 4) Retain a photocopy. the total commission owed is \$ of which the Listing Firm's share is \$ the Closing Agent is instructed to disburse the Listing Firm's share of the commission and mail it direct with hotocopies of this form as follows: to (Listing Firm) to (Listing Firm) ddress Clivy State Zlp to (Listing Firm) ddress Clivy State Zlp			Please Print:		
	У	Authorized Signature			
The Closing Agent is instructed to disburse the Listing Firm's share of the commission and mail it direct with hotocopies of this form as follows:          to	Зу				
hotocopies of this form as follows:   to	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the	M MUST: following completely. le space provided. original to the Closing Ager			
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to	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the 4) Retain a p the total comm the Closing A	M MUST: following completely. le space provided. original to the Closing Ager photocopy. mission owed is \$ gent is instructed to disburse to	nt of which the Listing Firm's sl		rect with
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to	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the 4) Retain a p he total comm he Closing A	M MUST: following completely. re space provided. original to the Closing Ager photocopy. mission owed is \$ gent is instructed to disburse i of this form as follows: to	nt. of which the Listing Firm's sl the Listing Firm's share of the commis	sion and mail it dir	_ (Listing Firm)
Address City State Zip	ISTING FIRM ) Fill in the ) Sign in th ) Send the ) Retain a p ne total comm ne Closing A	M MUST: following completely. ne space provided. original to the Closing Ager photocopy. mission owed is \$ gent is instructed to disburse to of this form as follows: to Address	nt. of which the Listing Firm's sl the Listing Firm's share of the commis	sion and mail it dir	_ (Listing Firm)
Address City State Zip	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the 4) Retain a p he total comm he Closing A	M MUST: following completely. ne space provided. original to the Closing Ager photocopy. mission owed is \$ gent is instructed to disburse to of this form as follows: to Address	nt. of which the Listing Firm's sl the Listing Firm's share of the commis	sion and mail it dir	_ (Listing Firm)
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	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the 4) Retain a p he total comm he Closing A	M MUST: following completely. ie space provided. original to the Closing Ager bhotocopy. mission owed is \$ gent is instructed to disburse if of this form as follows:  to   	nt. of which the Listing Firm's sl the Listing Firm's share of the commis 	sion and mail it dir State State	_ (Listing Firm)
	ISTING FIRM 1) Fill in the 2) Sign in th 3) Send the 4) Retain a p he total comm he Closing A hotocopies of hotocopies	M MUST: following completely. ie space provided. original to the Closing Ager bhotocopy. mission owed is \$ gent is instructed to disburse if of this form as follows:  to   	nt. of which the Listing Firm's sl the Listing Firm's share of the commis 	sion and mail it dir State State State	_ (Listing Firm)

Form 41C Selling Firm's Commission Rev. 7/15 Page 1 of 1

#### SELLING FIRM'S COMMISSION

The following	g is part of the Purchase a	and Sale Agreement dated			1
between	8	N.S.S.		("Buyer")	2
and	Buyer Seller	Buyor Seller		("Seller")	3
concerning	Address	City	State Zip	(the "Property").	4

 Selling Firm's Commission.
 If there is no written listing agreement, Seller agrees to pay Selling Firm a commission
 5

 of \_\_\_\_\_\_% of sales price or \$\_\_\_\_\_\_.
 If the Earnest Money is retained as
 6

 liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Firm.
 7

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, 9 Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest money retained by 10 Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing service in conjunction with 11 such sale, the amount of commission payable to Selling Firm shall be reduced by the amount paid to such other 12 member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a 13 lease with option to purchase, regardless of when it closes.

Buyer's Initials

Date

23

Form 42A Agency Disclosure – Multiple Brokers Rev. 2/17 Page 1 of 1

## AGENCY DISCLOSURE MULTIPLE BROKERS

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between _	Buyer	P	Buyer	("Buyer"
and			D40	("Seller"
ania	Seller	s	Seller	( coller
concerning	-			(the "Property")
	Address	d	City State	Zip
This form is one of the /	for use when more tha Agreement is modified t	n one broker represents o o include the following ad	one or both of the parties. Th ditional disclosure:	ne Agency Disclosure on page
Additional S	Selling Broker(s):			
			Selling Broker represents:	🗅 Buyer; 🖵 Seller;
Selling Firm		MLS Office No.		both parties; a neither party
Selling Broker	(Print)	MLS LAG No.		
			Selling Broker represents:	🗅 Buyer; 🗖 Seller;
Selling Firm		MLS Office No.	Gening broker representa.	both parties; I neither party
Selling Broker	(Print)	MLS LAG No.		
Additional L	isting Broker(s):			
Listing Firm		MLS Office No.	Listing Broker represents:	□ Seller; □ both parties
clouing r inn		wied office (vo.		
Listing Broker	(Print)	MLS LAG No.		
Listing Firm		MLS Office No.	Listing Broker represents:	Seller: both parties;
	20.11			
Listing Broker	Print)	MLS LAG No.		

Buyer's Initials



Form 43 Reservation Agreement Rev. 7/10 Page 1 of 1

# RESERVATION AGREEMENT (ATTACH A PURCHASE & SALE AGREEMENT)

©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

5.450	Buyer		1.1.1
			("Seller") agree as follows:
Seller	Seller		2010 PART 2010 P
applicable): Floor Plan Type:	Building: Lot No.:	Other I.D.:	
RESERVATION. Seller shall rese	rve for Buyer's purchase, the property	commonly known as:	
	01		(the "Property"
Address	city ed on Exhibit A; D legal description no	State State	Zip
	tual acceptance of this agreement Buy		as consideration for this
	Personal check D Promissory Not		
it shall be put into an interest-bear after deduction of bank charges a interest earned, if any. If the Dep into the Housing Trust Fund Accordoes not complete an IRS Form V	(the "Deposit"). The Deposit"). The Deposit ring furst account in Selling Firm's nand fees, will be paid to Buyer. Buyer s losit held by Selling Firm is over \$10,0 bunt, with the interest paid to the Stat V-9 before Selling Broker must put the the Housing Trust Fund Account. Selling	ceptance. If the Deposit is held b ime provided that Buyer complet hall reimburse Selling Firm for ba 000.00 Buyer has the option to re e Treasurer, if both Seller and B Deposit in an interest-bearing ac	es an IRS Form W-9. Interest, if any ank charges and fees in excess of the equire Selling Firm to put the Deposi uyer so agree in writing. If the Buye count or the Deposit is \$10,000.00 o
NOTICE TO BUYER. When auth for the Property, After Buyer's rec Purchase and Sale Agreement at time, or any agreed extension the be terminated without further liabil	prized by Seller, the Selling Firm shall eipt of this notice, the parties shall hav the price in said notice to Buyer. If the reof, Selling Firm shall return the abo ty to either party, Selling Firm or Sellir	I give Buyer written notice of the re days (5 days if no e parties do not enter into a Purce to Deposit to Buyer and this Re ng Broker.	purchase price established by Selle of filled in) within which to enter into a hase and Sale Agreement within tha servation Agreement shall thereupor
Buyer shall keep Selling Broker a notice beyond either phoning Buye	dvised of Buyer's whereabouts to rece ar or causing a copy of the notice to be	eive the above notice. Selling Bro	oker has no responsibility to give said low.
BUYER-ELECTION NOT TO PU	RCHASE. Buyer may at any time el sipt of such notice, this Agreement sh	ect not to purchase the Propert	ty, by giving written notice to Listing
	NG REQUIREMENT. Seller D is the	e owner of the above Property	has entered into an agreement to
purchase the above Property		dedacate characterization de catal	1 - 11 a la substation de server : Les 1986 à l'écondet 1936
If the Seller is not the owner, this A The parties understand that it is g	greement is subject to Seller acquiring enerally a violation of Washington law	v to sell, offer to sell, or to disbui	rse funds to Seller in connection with
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Form 50 Authorization to Disburse Earnest Money Rev. 7/10 Page 1 of 1 ©Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# AUTHORIZATION TO DISBURSE EARNEST MONEY

between					("Buyer")
	Buyer	Buyar			
and					("Seller") 3
	Seller	Seller			
concerning	Address	City	State	Zip	(the "Property").
	ment of Earnest Mo it as follows:	ney. Buyer and Seller hereby direct	t the party holding t	he Earnest M	foney to
			t the party holding t	he Earnest N	Noney to 6
distribute	it as follows:	Buyer.	t the party holding t	he Earnest M	Noney to
distribute \$	it as follows: to	Buyer. Seller.	t the party holding t	he Earnest M	
distribute \$ \$	it as follows: to to	Buyer. Seller. Listing Firm.	t the party holding t	he Earnest N	6 7 8

Reservation of Rights and Claims. This Authorization shall not otherwise affect any party's contractual rights or 12 obligations under the Agreement.

		And a second	
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
14. J			2010
Selling Firm		Listing Firm	
Selling Broker		Listing Broker	

Form 51 Rescission Agreement Rev. 5/14 Page 1 of 1

**RESCISSION AGREEMENT** 

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The Purchase and Sale Agreement (the "Agreement") dated

between				("Buyer")	2
and the second s	Buyer	Виувг			
and				("Seller"),	3
	Seller	Seller		• • • • • • • •	
concerning	11.			(the "Property")	4
and a set of the set	Address	City	State Zip	- and consists	14
is rescinded	as follows:				5

- RELEASE. The Agreement and all other agreements or undertakings between Buyer and Seller with respect to the Property are rescinded. Each party releases the other and all real estate firms and brokers involved with this sale from any and all liability in connection with the sale, except as agreed below. Nothing herein shall be construed to terminate any existing agency relationships or related agreements unless otherwise agreed in writing.
- EARNEST MONEY. The party holding the earnest money is authorized and directed to disburse the earnest 11
  money as follows:
   12

\$ to	Buyer.	13
\$ to	Seller.	14
\$ to	Listing Firm.	15
\$ to	Selling Firm.	16
\$ to		17

3. COMMISSION. If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone 18 acting on Buyer's behalf, Seller shall pay Listing Firm the Total Commission as set forth in the Exclusive Listing 19 Agreement between Seller and Listing Firm, less any portion of the above earnest money retained by Listing 20 Firm. Listing Firm will pay Selling Firm's commission as set forth in the Exclusive Listing Agreement, less any 21 portion of the above earnest money retained by Selling Firm. Provided if a commission is paid to another 22 member(s) of a multiple listing service in conjunction with such a sale, the amount of commission payable to 23 Listing Firm and Selling Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a 24 contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to 25 purchase regardless of when it closes.

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Selling Firm		Listing Firm	
Selling Broker's Signature	Date	Listing Broker's Signature	Date

Form 65A Rental – Early Occupancy Rev. 7/19 Page 1 of 2

#### RENTAL AGREEMENT Buyer Occupancy Prior to Closing

Notice: There are many risks associated with giving a buyer the right to occupy a property prior to closing. Seller should consult with an attorney before entering into an agreement that provides a buyer with occupancy prior to closing.

		Date:
Те	nant(s)	
	Buyer/Tenant	Buyer/Tenant
a	ree(s) to rent from Landlord	
3	Seller/Landlord	Seller/Landlord
he	property commonly known as	
,0	Address	City
		, (the "Property") on the following terms and conditions:
S	late Zip County	
ſ	RENT. The rent shall be \$ per	. Landlord acknowledges receipt of rent in the amount
	of \$ for the period of	Future rents shall be payable as follows:
		Rent shall be payable to
	at	
	Tenant is entitled to possession on	
e.	TERM AND TERMINATION. This Agreemen	nt shall terminate on If Tenant
		this Agreement shall terminate on closing of the sale. At the time of
		be pro-rated on a daily basis, and Tenant shall be credited with any
		terminated prior to the termination date set forth in this paragraph,
		a daily basis, and the unused portion refunded to Tenant immediately
		ant holds over without the written consent of Landlord, Tenant shall
	be liable for rent and all other damages sustai	ined by Landlord because of such holdover.
	INSURANCE. Landlord agrees to keep the Pr	roperty insured against fire and other normal casualties. All proceeds

- INSURANCE. Landlord agrees to keep the Property insured against fire and other normal casualties. All proceeds of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything 19 in or on the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 20 coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 21 personal property.
- UTILITIES. Tenant agrees to pay for all utilities, including garbage collection charges, during the term of this 23
   Agreement.
   24
- IMPROVEMENTS. Tenant shall not be entitled to make any improvements or alterations in the Property, including 25 painting, during the term of this Agreement without the written permission of Landlord. In the event this 26 Agreement terminates for any reason other than Tenant's purchase of the Property, Tenant will return the 27 Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted.
- LANDLORD TENANT ACT. This Agreement is subject to the provisions of the Residential Landlord Tenant 29 Act, RCW 59.18 and the Unlawful Detainer Statute, RCW 59.12. If Tenant and Landlord have entered into a 30 purchase and sale agreement for the purchase of the Property, then a default under that purchase and sale 31 agreement shall constitute a default under this Agreement, and Landlord shall be entitled to all remedies provided 32 for in the Residential Landlord-Tenant Act, RCW 59.18, including but not limited to the exercise of all eviction 33 proceedings authorized by RCW 59.12.
- SUBLETTING OR ASSIGNMENT. Tenant may not sublet the Property and may not assign Tenant's rights under this Agreement.
   35 36
- CITY OF SEATTLE RENTAL AGREEMENT REGULATION ORDINANCE. If the Property is located within the 37 City of Seattle then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby 38 acknowledges receipt of a copy of the summary. 39

Date

Form 65A Rental – Early Occupancy Rev. 7/19 Page 2 of 2

#### RENTAL AGREEMENT Buyer Occupancy Prior to Closing (Continued)

RELEASE OF REAL ESTATE FIRMS. Landlord and Tenant release all real estate firms and brokers involved 9. 40 with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 41 any and all claims arising under this Agreement. 42 10. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is 43 successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the amount of fees shall 44 be as fixed by the court. 45 11. SMOKE DETECTOR. Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke 46 detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is 47 Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement 48 of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes 49 the following disclosures: 50 (a) The smoke detection device is 
hard-wired 
battery operated. 51 52 53 (d) The building has a smoking policy, as follows: 54 55 56 The building does not have a smoking policy 57 (e) 🗆 The building has an emergency notification plan for occupants, a copy of which is attached to this 58 Agreement. 59 The building does not have an emergency notification plan for occupants. 60 The building has an emergency relocation plan for occupants, a copy of which is attached to this (f) 61 Agreement. 62 The building does not have an emergency relocation plan for occupants. 63 (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this 64 Agreement. 65 The building does not have an emergency evacuation plan for occupants. 66 67 Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 68 CARBON MONOXIDE ALARMS. Landlord shall equip the Property with carbon monoxide alarm(s) in accordance 69 with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms 70 71 and brokers are not responsible for ensuring that Landlord complies with RCW 19.27 530. LEAD-BASED PAINT. If the Property includes housing that was built before 1978, then the Addendum entitled 72 "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or 73 equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable 74 federal regulations. 75 MOLD DISCLOSURE. Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture. 76 and Your Home." 77 15. OTHER. 78 79 80 81 82 Landlord Date Tenant Date

Tenant

Form 65B Rental – Delayed Occupancy Rev. 7/19 Page 1 of 2

#### RENTAL AGREEMENT Seller Occupancy After Closing

		Date:
Te	nant(s)	
		Seller/Tenant
g	ree(s) to rent from Landlord	Buyar/Landlord
		coyer anoine
ne	property commonly known as	City
		(the "Property") on the following terms and conditions:
10.1	lata Zip County	
	RENT. The rent shall be \$	per Landlord acknowledges receipt of rent in the amount of
	\$ for the period of	Future rent shall be payable as follows:
		. Rent shall be payable to
	at	
2.	POSSESSION. Tenant is entitled to p Agreement is void.	oossession on the closing of the sale. If the sale does not close, then this
	pro-rated on a daily basis, and the ur	on Upon termination, any advance rent shall be nused portion refunded to Tenant immediately upon Tenant's vacating the the written consent of Landlord, Tenant shall be liable for rent and all other se of such holdover.
	such policy shall be payable to Landlo the Property which belongs to Tena	re the Property against fire and other normal casualties. All proceeds of any rd alone. Landlord shall have no responsibility for insuring anything in or on nt. Tenant is advised that renter's insurance is available to Tenant for injury, property damage, and for the theft, loss, or damage to Tenant's
	UTILITIES. Tenant agrees to pay for Agreement.	all utilities, including garbage collection charges, during the term of the
	painting, during the term of this Agree	entitled to make any improvements or alterations to the Property, including ement, without the written permission of Landlord. Tenant will return the ition as it presently is, ordinary wear and tear excepted.
•	SUBLETTING OR ASSIGNMENT. Ter this Agreement.	nant may not sublet the Property and may not assign Tenant's rights under
		ATION ORDINANCE. If the Property is located within the City of Seattle, tate landlord/tenant laws is attached. Tenant hereby acknowledges receipt
		Landlord and Tenant release all real estate firms and brokers involved and Tenant and agree to indemnify all real estate firms and brokers from reement.
0.		er party employs an attorney to enforce any terms of this Agreement and is bay reasonable attorneys' fees. In the event of a trial, the amount of fees

Date

Form 65B Rental – Delayed Occupancy Rev. 7/19 Page 2 of 2

#### RENTAL AGREEMENT Seller Occupancy After Closing (Continued)

Date

131

Landle	ord	Date Tenant Date
5. OT	HEF	र.
		DISCLOSURE. Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, our Home."
"Dis equ	sclo: lival	BASED PAINT. If the Property includes housing that was built before 1978, then the Addendum entitled sure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or lent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable regulations.
with	n the	ON MONOXIDE ALARMS. Landlord shall equip the Property with carbon monoxide alarm(s) in accordance e state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms okers are not responsible for ensuring that Landlord complies with RCW 19.27.530.
	Te	nant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.
	ч	The building does not have an emergency evacuation plan for occupants.
(9)		Agreement.
(0)		The building does not have an emergency relocation plan for occupants. The building has an emergency evacuation plan for occupants, a copy of which is attached to this
102		Agreement.
(f)	1.6.7	The building has an emergency relocation plan for occupants, a copy of which is attached to this
		Agreement. The building does not have an emergency notification plan for occupants.
(e)		The building has an emergency notification plan for occupants, a copy of which is attached to this
	D	The building does not have a smoking policy.
(d)		The building has a smoking policy, as follows:
(c)		ne Building 🗅 does 🗅 does not have a fire alarm system.
(b)	Th	ne Building 🗖 does 📮 does not have a fire sprinkler system.
(a)	Th	ne smoke detection device is 🗅 hard-wired 🚨 battery operated.
Te of	nan batt	tor(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is at's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement teries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes lowing disclosures:

Date

.....

Form 67 Commission Agreement Rev. 6/13 Page 1 of 1	LEASE/RENTAL COMMISSION AGREEMENT	©Copyright 2013 Northwest Multiple Listing Service ALL RIGHTS RESERVED
This Lease/Rental Comr	nission Agreement dated	is made between
	The second s	("Lessor") and
Lessor	Lessor	
	. ('	'Real Estate Firm" or "Firm")

in connection with real property commonly known as

		Sec. 1		(the "Property");
City	State	Zip	County	

Address

- DEFINITIONS. For purposes of this Agreement "MLS" means the Northwest Multiple Listing Service. 1.
- LEASE COMMISSION. Firm has procured a tenant to lease the property. Lessor shall pay Firm a 2. commission of \$ . From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$
- SALE COMMISSION. If Lessor shall, within \_\_\_\_\_\_ months (36 months if not filled in) after the date of this Lease/Rental Commission Agreement, contract to sell the Property to tenant, Lessor shall pay Firm a commission of \$ . From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$
- 4. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.
- OTHER AGREEMENTS (none if not filled in).

Lessor has read and approves this Agreement and hereby acknowledges receipt of a copy.

Lessor	Date	Firm (Company)	
Lessor	Date	By: (Leasing Broker)	

Form 68 Lease/Rental Agreement Rev. 7/19 Page 1 of 6

LEASE / RENTAL AGREEMENT

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nd	Lessor Lessor ("Lessor"),
	Tenant Tenant ("Tenant")
· th	ne "Property" commonly known as
2	Address
	City State Zip County
his	Agreement is for more than one (1) year, the legal description of the Property is attached as Exhibit A.
	지수는 승규는 것은 것 같아요. 같이 많은 것 같아요. 그는 것 같아요. 안 많아요. 안 많아요. 가 나는 것 같아요. 같아요. 것 같아요. 같아요. 것 같아요. 같아요. 것 같아요. 같아요. 것 같아요. ?
	TERM OF AGREEMENT (check one).
Ċ	a.  Lease. This Agreement is for a term of commencing on This Agreement shall end at midnight on
	Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rent payments for the remainder of the term, or until the Property has been re-rented whichever is less.
k	D. Month-To-Month. This Agreement is for a month-to-month tenancy commencing on Lessor or Tenant may terminate this Agreement upon written notice at least 20 days prior to the end of each monthly rental period. If any such notice is not received at least 20 days in advance, then it shall not be effective until the end of the following monthly rental period.
p	<b>POSSESSION.</b> Tenant's right to possession of the Property begins at the commencement of the erm indicated above. If, through no fault of Lessor or Listing Firm, Lessor cannot deliver possession of the Property to Tenant on the date indicated above, Lessor shall not be liable to renant for damages.
-	RENT. Tenant shall pay rent as follows:
h	이 방법에 가지 않는 것을 잘 못 했다. 그는 것이 아니는 것이 아니는 것이 아니는 것이 아니는 것이 가지 않는 것이 가지 않는 것이 아니는 것이 아니는 것이 같이 않는 것이 않는 것이 않는 것이 하는 것이 않는 것이 없다.
	Amount and Due Date. The rent is \$ per month, payable in advance and due on or before the
a	due on or before the
a	<ul> <li>due on or before the □ first day; □ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.</li> <li>Payments. Rent shall be paid to (check one): □ Listing Firm at the address below; □ Lessor at the address below; or □</li> </ul>
a b	<ul> <li>due on or before the □ first day; □ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.</li> <li>Payments. Rent shall be paid to (check one): □ Listing Firm at the address below; □ Lessor at the address below; or □</li> <li>First Month's Rent. Lessor acknowledges receipt of \$ as the first and month's rent. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.</li> </ul>
a b c d	<ul> <li>due on or before the □ first day; □ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.</li> <li>Payments. Rent shall be paid to (check one): □ Listing Firm at the address below; □ Lessor at the address below; or □</li> <li>First Month's Rent. Lessor acknowledges receipt of \$ as the first and month's rent. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.</li> <li>□ Pro-Rated Rent. Pro-rated rent from to is</li> <li>TILITIES. Tenant shall pay all utilities when due except: □ water; □ sewer; □ garbage;</li> </ul>
a b c d UUOn	<ul> <li>due on or before the □ first day; □ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.</li> <li>Payments. Rent shall be paid to (check one): □ Listing Firm at the address below; □ Lessor at the address below; or □</li> <li>First Month's Rent. Lessor acknowledges receipt of \$ as the first and month's rent. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.</li> <li>Pro-Rated Rent. Pro-rated rent from to is</li> <li>TILITIES. Tenant shall pay all utilities when due except: □ water; □ sewer; □ garbage;</li> </ul>

Form 68 Lease/Rental Agreement Rev. 7/19 Page 2 of 6

#### LEASE / RENTAL AGREEMENT (Continued)

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	which shall be deposited in a trust account in Bank,
	Branch, in, WA. Lessor or Listing Firm will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any damages to and cleaning of the Property, for which Tenant is responsible.
	A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon commencement of tenancy and a written copy given to Tenant. No security deposit may be collected unless the Move In/Move Out Addendum is completed.
	Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand.
	<b>MAINTENANCE.</b> Tenant shall at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any alterations or improvements to the Property without Lessor's prior written approval.
	a. Carpet Cleaning. At the end of the term, Tenant shall have the carpets professionally cleaned and provide Lessor with a receipt evidencing the same.
	<b>INSPECTION/SALE.</b> Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice.
	<b>RENT LATE CHARGE/NSF CHECK</b> . If any rent is not paid on or before the due date, Tenant shall pay a late charge of $\square$ \$ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or $\square$ \$
	Tenant shall pay a charge of \$ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF.
	In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent, Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within fourteen (14) days.
	NONREFUNDABLE FEE. Tenant shall pay, prior to occupancy, a nonrefundable fee of \$ for Lessor will not return this nonrefundable fee under any conditions.
	PETS. No dogs, cats or other animals will be permitted on the Property without a fully executed Pet Agreement (NWMLS Form No. 68B).
.)	<b>RENTERS INSURANCE.</b> Renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property.
	<ul> <li>a.</li></ul>

Date

Date

Date

Lessor's Initials Date

Form 68 Lease/Rental Agreement Rev. 7/19 Page 3 of 6

#### LEASE / RENTAL AGREEMENT (Continued)

99

111

insurance policy within five days of mutual acceptance of this Agreement.

- CARBON MONOXIDE ALARMS. Lessor shall equip the Property with carbon monoxide alarm(s)
   in accordance with the state building code as required by RCW 19,27,530. The parties
   acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW
   19,27,530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim
   resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property.
- 14. SMOKE DETECTOR. Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 94
  - (a) The smoke detection device is □ hard-wired; □ battery operated.
    (b) The Building □ does; □ does not have a fire sprinkler system.
    (c) The Building □ does; □ does not have a fire alarm system.
    (d) □ The building has a smoking policy, as follows:
    98
  - 100 The building does not have a smoking policy 101 (e) The building has an emergency notification plan for occupants, a copy of which is 102 attached to this Agreement. 103 The building does not have an emergency notification plan for occupants. 104 (f) The building has an emergency relocation plan for occupants, a copy of which is attached 105 to this Agreement. 106 The building does not have an emergency relocation plan for occupants. 107 (g) The building has an emergency evacuation plan for occupants, a copy of which is 108
  - attached to this Agreement. The building does not have an emergency evacuation plan for occupants. 109 110 110
  - The building does not have an emergency evacuation plan for occupants. Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.
- 15. AGENCY DISCLOSURE. If real estate brokers are involved in this transaction, then at the 112 signing of this Agreement, Listing Broker represents D Lessor; D both Lessor and Tenant. 113 Tenant's Broker represents D Lessor; D Tenant; D both Lessor and Tenant; D neither Lessor 114 nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager 115 (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's 116 Broker represents, Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch 117 Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 118 Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated 119 with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker. 120 Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 121 If Tenant's Broker and Listing Broker are the same person representing both parties then both 122 Lessor and Tenant confirm their consent to that person and his/her Designated Broker, Branch 123 Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 124 parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 125
- 16. ATTORNEYS' FEES. If Lessor or Tenant institutes suit against the other concerning this 126 Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 127

Form 68 Lease/Rental Agreement Rev. 7/19 Page 4 of 6

#### LEASE / RENTAL AGREEMENT (Continued)

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- 17. WAIVER OF SUBROGATION. Lessor and Tenant hereby release and waive for the duration of 128 this Agreement and any extension or renewal thereof their respective rights of recovery against 129 each other for any loss resulting from perils of fire and/or extended coverage as defined in fire 130 insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that 131 such waiver and release shall apply only in the event such agreement does not prejudice the 132 insurance afforded by such policies.
- LOCAL ORDINANCES. Lessor and Tenant acknowledge that there may be local ordinances or 134 regulations that require Lessor to provide Tenant with certain information including, but not limited 135 to a summary of "Landlord-Tenant Laws."
- COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS. Tenant shall not use 137 the Property in any way which violates any law, ordinance, or governmental regulation. In 138 addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record 139 ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant 140 acknowledges receipt of any applicable CC&Rs and the Rules for the Property. 141
- 20. LEAD-BASED PAINT. If the Property includes housing that was built before 1978, then the 142 Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint 143 Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this 144 lease/rental transaction is exempt from applicable federal regulations. 145
- 21. MOLD DISCLOSURE. Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to 146 Mold, Moisture, and Your Home." 147

Tenant Date	Lessor Date
Tenant Date	Lessor Date
Tenant's Present Address	Lessor's Address
City, State, Zip	City, State, Zip
Home Phone Work Phone	Lessor's Phone
Tenant's Employer	
Tenant's Firm	Listing Firm
Tenant's Broker	Listing Broker
Tenant's Firm's Phone Number	Listing Firm's Phone Number
Tenant's Broker's E-mail Address	Listing Broker's E-mail Address
	Listing Firm's Address

Form 68 Lease/Rental Agreement Rev. 7/19 Page 5 of 6

#### LEASE / RENTAL AGREEMENT (Continued)

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STATE OF WASHINGTON

COUNTY OF

I certify that I know or have satisfactory evidence that

)ss.

is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:
Signature:
Print Name:
Notary Public in and for the State of Washington, Residing at:
 My Appointment Expires:

(Use this space for notary stamp/seal.)

# STATE OF WASHINGTON

.

)ss.

COUNTY OF \_\_

I certify that I know or have satisfactory evidence that

is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:
Signature:
Print Name:
Notary Public in and for the State of Washington, Residing at:
 My Appointment Expires:

(Use this space for notary stamp/seal.)

Form 68 Lease/Rental Agreement Rev. 7/19 Page 6 of 6

#### LEASE / RENTAL AGREEMENT (Continued)

	RULES
1.	Garbage. Tenant shall furnish his/her own garbage can and place it where required for pickup.
2.	Illegal Use. Tenant shall not use the Property for any illegal purposes.
3.	Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.
4.	Freezing. Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.
5.	<b>Drains.</b> Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.
6.	Nails/Painting. Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor.
7.	Lawns & Shrubs/Snow. Tenant shall cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks.
8.	<b>Noise/Nuisance.</b> Tenant shall keep TV, stereo, radio and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
9.	Guests. Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.
10.	Pets. If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.
1.	<b>Vehicles.</b> Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement.
2.	Hallways & Common Areas. If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein.
3.	<b>Fireplace Insert/Wood Stove.</b> Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.
4.	Water Beds, Pianos & Heavy Objects. No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.
5.	Screens. Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.

#### Tenant's Initials Date

Tenant's Initials Date

Date

Lessor's Initials

Rev. 6/13 Page 1 of 1	ase/Rental Agreement				orthwest Multiple Listing Servic ALL RIGHTS RESERVED
ugu i oi i	ADDE	ENDUM TO LEASE/RENTAL AGRE	EEME	NT	
The following	is part of the Lease/	Rental Agreement dated			
between					("Lessor")
	Lessor	Lessor			
and	Tenant	Tenant			("Tenant")
concerning		(our			(the "Property").
concerning _	Address	City	State	Zip	(the rioperty).
T IS AGREE	D BETWEEN TENAN	NT AND LESSOR AS FOLLOWS:			
					1
					1
					1
					1
					1
					1
					1
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					1
					2
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					2
					20
					2
					2

ALL OTHER TERMS AND CONDITIONS of the Lease/Rental Agreement remain unchanged.

29

Date

Date

Date

Lessor's Initials

Form 68A Move-In/Move-Out Addendum Rev 6/16 Page 1 of 9

# MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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The following	is part of the Lease/F	Rental Agreement dated	·	
between				("Lessor")
	Lessor	Lessor		
and				("Tenant")
	Tenant	Tenant		
concerning	and the state of the			(the "Property").
아이아 아이들 등	Address	City	State Zip	

Under RCW 59.18.260, Lessor may not collect a security deposit unless Lessor provides to Tenant at the commencement of the tenancy a written checklist or statement describing the condition and cleanliness of the Property and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances.

Move-In Date	Move-Out Date
Keys	Keys
Garage Door Remotes	Garage Door Remotes
Is the Property equipped with working smo	ke alarms?

Location of alarms:

Is the Property equipped with working carbon monoxide alarms?\_

Location of alarms: \_\_\_\_\_

Lessor and Tenant agree that the condition of the Property is as follows:

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Entry	-	□Poor; □Fair; □Good; □Great		Poor;      Fair;     Good;      Great
Door		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Walls		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Flooring		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Windows		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Window screens		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Window coverings		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Ceiling		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Cleanliness		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Other:		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great

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## MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Kitchen		Poor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Door		Poor; Fair;		Poor; DFair;
		Good; Great		Good; Great
Walls		Poor; GFair;		DPoor; DFair;
		□Good; □Great		Good; Great
Flooring		DPoor; DFair;		Poor; DFair;
		Good; Great		Good; Great
Windows		DPoor; DFair;		DPoor; DFair;
		Good: Great		Good; Great
Window		DPoor; DFair;		OPoor; OFair;
screens		Good; Great		Good; Great
Window		DPoor; DFair;		DPoor; DFair;
coverings		Good; Great		Good; Great
Ceiling		Poor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Cabinets		Poor; DFair;		Poor; DFair;
odomoto		Good; Great		Good; Great
Counters	1	DPoor; DFair;	1	Poor; DFair;
oounters		Good; Great		Good; Great
Refrigerator		DPoor; DFair;	1	DPoor; DFair;
reingenator		Good; Great		Good; Great
Cooktop/		DPoor; DFair;		Poor; DFair;
Burners		Good; Great		Good; Great
Oven		Poor; DFair;		DPoor; DFair;
Oven		Good; Great		Good: Great
Microwave		Poor; DFair;		Poor; Fair;
wherewave		Good; Great		Good; Great
Dishwasher		DPoor; DFair;		DPoor; DFair;
Distiwasher		Good; Great		Good; Great
Sink/Faucet		DPoor; DFair;		DPoor; DFair;
Sinvraucet		Good; Great		Good; Great
Carbano				DPoor; DFair:
Garbage		□Poor; □Fair; □Good; □Great		Good; Great
disposal Cleanliness				
Jeaniness		Poor; Fair;	A Second Second Second	DPoor; DFair;
Others		Good; Great		Good; Great
Other:	· · · · · · · · · · · · · · · · · · ·	Poor; Fair;		DPoor; DFair;
to have the second		Good; Great		Good; Great
iving Room		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Door		DPoor; DFair;		DPoor; DFair;
11.2		Good; Great	1	Good: Great
Walls		DPoor; DFair;		Poor; Fair;
line in the		Good; Great		Good; Great
looring		Poor; DFair;		DPoor; DFair;
191910121		□Good; □Great	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	□Good; □Great

Date

Lessor's Initials

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#### MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	at Move-Out
Windows		Poor; DFair;		DPoor; DFair;
4-10-0		Good; Great	· · · · · · · · · · · · · · · · · · ·	Good; Great
Window		DPoor; DFair;		Poor; Fair;
screens		Good; Great	a second and a second sec	Good; Great
Window		DPoor; DFair;		DPoor; DFair;
coverings		Good; Great		Good; Great
Ceiling		Poor; Fair;		DPoor; DFair;
erentra <b>g</b>		Good; Great		Good; Great
Cleanliness		DPoor; DFair;		Poor; Fair;
ologininooo		Good; Great		Good; Great
Other:		DPoor; DFair;		DPoor; DFair;
ourier.	to a concern the second	Good; Great	1.00	Good; Great
Dining Room		DPoor; DFair;		Poor; Fair;
Sining Room		Good; Great		Good: Great
Door		DPoor; DFair;		
DUUI				DPoor; DFair;
A/alla		Good; Great		Good; Great
Walls		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Flooring		DPoor; DFair;		DPoor; DFair;
		Good; Great		□Good; □Great
Windows		□Poor; □Fair;		□Poor; □Fair;
		□Good; □Great		Good; Great
Window		□Poor; □Fair;		Poor; DFair;
screens		□Good; □Great		□Good; □Great
Window		Poor;      DFair;		Poor; Fair;
coverings		□Good; □Great		□Good; □Great
Ceiling		Poor; Fair;		Poor; Fair;
S. S. Barres In		Good; Great		Good; Great
Cleanliness		DPoor; DFair;		DPoor; DFair;
Construction 1	and the second second	Good; Great		Good; Great
Other:		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Hallway		DPoor; DFair;		DPoor; DFair;
0		Good: Great		Good; Great
Walls		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
looring		Poor; DFair;		DPoor; DFair;
Joonnig		Good; Great		Good; Great
Windows		DPoor; DFair;		Poor; DFair;
VIIIGOVIS		Good; Great		Good; Gran,
Mindow		the second se		
Vindow		Poor; Pair;		DPoor; DFair;
creens		Good; Great		Good; Great
Vindow		DPoor; DFair;		DPoor; DFair;
overings		Good; Great		Good; Great
Ceiling		Poor; Fair;		DPoor; DFair;
		□Good; □Great	· · · · · · · · · · · · · · · · · · ·	□Good; □Great

Date

Date

Lessor's Initials Date

Lessor's Initials

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## MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Closet		□Poor; □Fair;	and the second second	DPoor; DFair;
		Good; Great		□Good; □Great
Cleanliness		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Other:		Poor; Fair;		DPoor; DFair;
2/7 · •		Good; Great		Good; Great
Bonus		Poor; DFair;		DPoor; DFair;
Room/Den		Good; Great		Good; Great
Door		Poor; Fair;		DPoor; DFair;
		Good; Great		Good; Great
Walls		OPoor; OFair;		OPoor; OFair;
24.782.7		Good; Great		Good; Great
Flooring		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Windows		DPoor; DFair;		DPoor; DFair;
williows		Good; Great		Good; Great
Window		Poor; DFair;		DPoor; DFair;
screens		Good; Great		Good; Great
Window		DPoor; DFair;		Poor; Fair;
C 7277 X 77 FC X 8				
coverings		Good; Great		Good; Great
Ceiling		DPoor; DFair;		DPoor; DFair;
0		Good; Great		Good; Great
Closet		□Poor; □Fair;		OPoor; OFair;
		Good; Great		□Good; □Great
Cleanliness	1	□Poor; □Fair;		□Poor; □Fair;
	1	□Good; □Great		□Good; □Great
Other:		Poor; DFair;		□Poor; □Fair;
		□Good; □Great		□Good; □Great
Bedroom		DPoor; DFair;		Poor; DFair;
No. 1		Good; Great		Good; Great
Door		DPoor; DFair;		Poor; Fair;
		Good; Great		□Good; □Great
Walls		DPoor; DFair;		Poor; Fair;
ward -		Good; Great		Good; Great
Flooring		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Nindows		DPoor; DFair;		Poor; Fair;
199 . T. S. 19		Good; Great		Good; Great
Window		Poor; DFair;		DPoor; DFair;
creens		Good; Great		Good; Great
Window		DPoor; DFair;		DPoor; DFair;
overings		Good; Great		Good; Great
		the second se		and a state of the state of the balance of the state of the
Ceiling		DPoor; DFair;		DPoor; DFair;
Neder		Good; Great		Good; Great
Closet		Poor; Fair;	· · · · · · · · · · · · · · · · · · ·	Poor; Fair;
		□Good; □Great		Good; Great

Date

Lessor's Initials

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#### MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	at Move-In	Details of Conditions at Move-Out	at Move-Out
Cleanliness		Poor; DFair;		DPoor; DFair;
have been set and	the second se	Good; Great	a fiel allow diversities and	Good; Great
Other:		Poor; DFair;		Poor; Fair;
1.000	· · · · · · · · · · · · · · · · · · ·	Good; Great	1	Good; Great
Bedroom		DPoor; DFair;		DPoor; DFair;
No. 2		Good; Great		Good; Great
Door		DPoor; DFair;		DPoor; DFair;
		Good: Great		Good; Great
Walls		DPoor; DFair;		OPoor; OFair;
		Good; Great		Good; Great
Flooring		Poor; Fair;		OPoor; OFair;
		Good; Great		Good; Great
Windows		DPoor; DFair;		Poor; Fair;
		Good: Great		Good: Great
Window		Poor; DFair;		Poor; DFair;
screens		Good; Great		Good; Great
Window		DPoor; DFair;		Poor; DFair;
coverings		Good; Great		Good; Great
Ceiling		DPoor; DFair;	and the second s	DPoor; DFair;
Cennig		Good; Great	-	Good; Great
Closet		DPoor; DFair;		Poor; DFair;
Closer				Good; Great
Cleanliness		Good; Great		
Cleaniness		DPoor; DFair;		DPoor; DFair;
0.1		Good; Great		Good; Great
Other:		□Poor; □Fair;		DPoor; DFair;
		Good; Great		Good; Great
Bedroom		□Poor; □Fair;		□Poor; □Fair;
No. 3		□Good; □Great		□Good; □Great
Door		□Poor; □Fair;		□Poor; □Fair;
VM / L		Good; Great		□Good; □Great
Walls		□Poor; □Fair;		□Poor; □Fair;
6.2 mill/		□Good; □Great		□Good; □Great
Flooring		DPoor; DFair;		Poor; Fair;
1990 (1997) 1990 (1997)		Good; Great		Good; Great
Windows		Poor; DFair;	1	Poor; Fair;
Color of Course		Good; Great		Good; Great
Window		Poor; Fair;		DPoor; DFair;
screens		Good; Great		Good; Great
Window		DPoor; DFair;		DPoor; DFair;
overings		Good; Great		Good; Great
Ceiling		OPoor; OFair;		Poor; DFair;
		Good; Great		Good; Great
Closet		Poor; DFair;		DPoor; DFair;
Jogar		Good; Great		Good; Great
Cleanliness		DPoor; DFair;		Poor; DFair;
sicarini iess		Good; Great		Good; Great
		Libood, Libreat		Liboou, Libreat

Date

Lessor's Initials

Date

Lessor's Initials

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#### MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	at Move-Out	
Other:		DPoor; DFair;		DPoor; DFair;	
		Good; Great		Good; Great	
Bathroom		Poor; Fair;		DPoor; DFair;	
No. 1		Good; Great		Good; Great	
Door		DPoor; DFair;		Poor; Fair;	
		Good; Great		Good; Great	
Walls		DPoor; DFair;		DPoor; DFair;	
1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		Good; Great		Good; Great	
Flooring		Poor; DFair;		DPoor; DFair;	
, issuing		Good; Great		Good; Great	
Windows		Poor; DFair;		Poor; DFair;	
Windows		Good; Great		Good; Great	
Window		DPoor; DFair;	-	DPoor; DFair;	
screens		Good: Great		Good; Great	
Window		DPoor; DFair;	1	Poor; DFair;	
1 . KIKA 975 1 . 74 YES		Good: Great			
coverings			-	Good; Great	
Ceiling		Poor; DFair;		DPoor; DFair;	
		Good; Great		Good; Great	
Sinks/Faucet		DPoor; DFair;		DPoor; DFair;	
		Good; Great		Good; Great	
Shower/Tub		Poor;     DFair;		Poor; Fair;	
		Good; Great		Good; Great	
Toilet		DPoor; DFair;		Poor; Fair;	
		□Good; □Great		Good; Great	
Counters/		DPoor; DFair;		DPoor; DFair;	
Cabinets		Good; Great		Good; Great	
Mirror		DPoor; DFair;		DPoor; DFair;	
1		Good; Great		Good; Great	
Cleanliness		DPoor; DFair;		DPoor; DFair;	
a the second		Good; Great		Good; Great	
Other:		OPoor; OFair;		DPoor; DFair;	
		Good: Great		Good; Great	
Bathroom		DPoor; DFair;		Poor; DFair;	
No. 2		Good; Great		Good; Great	
Door		OPoor; OFair;		DPoor; DFair;	
2001		Good; Great		□Good; □Great	
Walls		DPoor; DFair;		Poor; DFair;	
vana		Good: Great		Good; Great	
looring		Poor; DFair;		DPoor, DFair;	
looning					
Vindouia		Good; Great	the second second	Good: Great	
Vindows		Poor; Fair;		DPoor; DFair;	
NP 1		Good; Great		Good; Great	
Vindow		DPoor; DFair;		DPoor; DFair;	
creens		Good; Great		Good; Great	
Vindow		DPoor; DFair;		Poor; DFair;	
overings		Good; Great		Good; Great	

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials

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#### MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	at Move-Out
Ceiling		DPoor; DFair;		DPoor; DFair;
New WY game any second	and the second second	Good; Great		Good; Great
Sinks/Faucet		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Shower/Tub		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Toilet		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Counters/		Poor; Fair;		OPoor; OFair;
Cabinets		Good: Great		Good; Great
Mirror		Poor; Fair;		DPoor; DFair;
((n) (n)		Good; Great		Good; Great
Cleanliness		Poor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Other:		DPoor; DFair;		DPoor; DFair;
		Good; Great		Good; Great
Utility Room		DPoor; DFair;		Poor; DFair;
ouncy noom		Good; Great		Good; Great
Door		DPoor; DFair;		Poor, DFair,
0001		Good; Great		Good; Great
Walls		Poor; DFair;		Poor; DFair;
Vvalis		Good; Great		Good; Great
Flooring		DPoor; DFair;		Poor; DFair;
riooning		Good; Great		Good; Great
Washer		Poor; DFair;		DPoor; DFair;
vesner		Good; Great		Good; Great
Dever		DPoor; DFair;		DPoor; DFair;
Dryer		Good; Great		Good; Great
Windows				
vvindows		□Poor; □Fair; □Good; □Great	here and the second sec	DPoor; DFair;
Affections				Good; Great
Window	1	DPoor; DFair;		Poor; Fair;
screens		Good; Great		Good: Great
Window		DPoor; DFair;		□Poor; □Fair;
coverings		Good; Great		Good; Great
Ceiling		□Poor; □Fair;		Poor; Fair;
1. A. A. A. A. A.		Good; Great		□Good; □Great
Closet/		□Poor; □Fair;		□Poor; □Fair;
Shelves		Good; Great		Good; Great
Cleanliness		DPoor; DFair;		□Poor; □Fair;
	A REAL PROPERTY AND A REAL PROPERTY AND A	Good; Great		Good; Great
Other:		□Poor; □Fair;		Poor; Fair;
and the second		Good; Great		□Good; □Great
Garage/		Poor; DFair;		Poor; DFair;
Carport		Good; Great		Good; Great
Garage door		DPoor; DFair;		Poor; DFair;
a series a tradition		Good; Great		Good; Great

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#### MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Area/Room	at Move-In at Move-In		Details of Conditions at Move-Out	Condition at Move-Out
Walls		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Flooring		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Window screens	·	□Poor; □Fair; □Good; □Great	0	□Poor; □Fair; □Good; □Great
Windows		□Poor; □Fair; □Good; □Great		Poor;      Fair;     Good;      Great
Ceiling		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Cleanliness		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Other:		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Grounds		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Patio/Deck		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Walkways		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Driveway		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Lawn		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Plants/Trees		□Poor; □Fair; □Good; □Great		□Poor; □Fair, □Good; □Great
Cleanliness		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great
Other:		□Poor; □Fair; □Good; □Great		□Poor; □Fair; □Good; □Great

D If this box is checked, additional comments regarding the condition and cleanliness of the Property at move-in or move-out are attached.

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials

Form 68A Move-In/Move-Out Addendum Rev, 6/16 Page 9 of 9

# MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT

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Within 21 days after Tenant moves out, Lessor shall complete the following (or a similar statement) and deliver it, personally or by mail, with any refund to Tenant (at Tenant's last known address).

DE	POSITS		
Ап	nount of Security Deposit:		\$
An	nount of Pet Deposit:		\$ 
то	TAL DEPOSITS:		\$ 
DE	DUCTIONS		
	Unpaid rent for period	to	\$ 
	Late charges for period	to	\$ 
	Unpaid utilities		\$ 
	Deduction for damage and/or lack of	cleaning (insert detailed description)	\$

Other deduction (insert detailed description)	\$
TOTAL DEDUCTIONS:	\$
AMOUNT DUE TO TENANT:	\$
AMOUNT DUE TO LESSOR:	\$

(If there are any amounts owed to Lessor, payments shall be made to Lessor within 14 days of Lessor's demand at Lessor's address identified in the Lease/Rental Agreement).

Date		_	_	Lessor	or Lessor's	Agent Signature	
Tenant's Initials	Date	Tenant's Initials	Date	Lessor's Initials	Date	Lessor's Initials	Date

Form 68B Pet Addendum Rev. 6/13 Page 1 of 1

## PET ADDENDUM TO LEASE/RENTAL AGREEMENT

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betwe			_			("Lessor")
	Lessor	Lessor				
and _	Tenant	Tenant		_		("Tenant")
conce	rning					(the "Property").
concer	Address	City		State	Zip	(the tropenty).
Tenan	t may keep the following pet(s) at the	ne Property.				
a.	Туре:		; Breed:			
	Approximate Weight:		; Color:			
	Pet's Name:					
ь.	Туре:		; Breed:	_		
	Approximate Weight:		; Color:			
	Pet's Name:					
c.	Туре:		; Breed:			
	Approximate Weight:		; Color:			
	Pet's Name:					

- In addition to the security deposit in the Lease/Rental Agreement, Tenant shall pay a □ non-refundable pet fee; □ refundable pet deposit of \$ \_\_\_\_\_\_. If refundable, the deposit will be retained/refunded in accordance with Section 6 (Security Deposit) of the Lease/Rental Agreement.
- 2. If the Property is an apartment, Tenant shall only allow the pet(s) outside on a leash and accompanied by Tenant.
- The pet(s) shall be kept, maintained and licensed in accordance with the regulations of the Humane Society and the Health Department of the City of \_\_\_\_\_\_ and the County of \_\_\_\_\_\_.
- 4. Tenant shall pay for any damage done by the pet(s) to the Property.
- 5. Tenant shall indemnify and hold Lessor harmless from any and all claims which may be made against Lessor resulting from Lessor permitting Tenant to keep the pet(s) on the Property.
- 6. Tenant shall promptly clean any and all messes made by the pet(s) in or around the Property.
- If Tenant fails to comply with the terms of this Pet Agreement, Lessor may require the pet(s) to be removed from the Property.
- 8. Other:

Tenant's Initials	Date
-------------------	------

Tenant's Initials Date

Lessor's Initials

Form 69 Assignment of Lease Rev. 7/19 Page 1 of 1

#### ASSIGNMENT OF LEASE OR RENTAL AGREEMENT

This Assignment of Lease or	Rental Ar	reementi	is dated	he	tween
This Assignment of Louse of	nontal ng	Jooment	3 dated	100	ignor"),
Assignor			Assignor		ignee")
Assignee for the "Property" commonly k		D	Assignee	(105	grice /
for the Troperty commonly r	alowit as	Address			
Cily	State	Zip	County	; ¢	

- 1. Purchase and Sale Agreement. Assignor (as "Seller") and Assignee (as "Buyer") are parties to 6 a Purchase and Sale Agreement for the Property dated 7 (the "Purchase and Sale Agreement"). Assignor agrees to assign its right, title, and interest in a lease or rental 8 agreement for the Property dated , between Assignor (as "Lessor") 9 and 10 (as "Tenant") (the "Lease"). Assignee agrees to assume the Lease and timely perform and 11 discharge all obligations of Assignor under the Lease. 12
- Assignment of Lease. Effective 11:59 p.m. on the Closing Date of the Purchase and Sale 13 Agreement (the "Effective Date"), Assignor transfers and assigns to Assignee all of Assignor's 14 right, title and interest in the Lease, and Assignee hereby accepts such transfer and assignment. 15
- Assumption of Lease. Effective as of 11:59 p.m. on the Effective Date, Assignee assumes the 16 Lease and agrees to timely perform and discharge all obligations and duties of Assignor under 17 the Lease.
   18
- Tenant Deposits. Any Tenant deposits under the Lease shall be transferred by Assignor to 19
   Assignee as required by RCW 59.18.270. 20
- Attorneys' Fees. If Assignor or Assignee institutes suit against the other concerning this 21 agreement, the prevailing party is entitled to court costs and reasonable attorneys' fees.
   22

Ass	ia	nor
193	g	101

Date

Assignor

Date

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ALL RIGHTS RESERVED

Assignee

Date

Assignee

Form 75 @Copyright 2010 Option to Buy Real Estate Northwest Multiple Listing Service Rev. 7/10 ALL RIGHTS RESERVED **OPTION TO BUY REAL ESTATE** Page 1 of 2 Dated: 1 Parties. This Option is between 1. ("Buyer") 2 Buyer Buye 3 and ("Seller") Seller Selle 2 Option or Lease Option. This Option is: 4 Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated 5 Default on that Lease constitutes default on this Option. 6 D Unrelated to any lease between the parties. 7 3. Purchase Price. The Purchase Price of the Property shall be 8 Dollars (\$ ), which shall be paid in cash at closing unless 9 otherwise specified in this Option. The following shall be applied to the: Down Payment D Purchase Price: 10 All rent paid under the above Lease; 11 П The dollar amount filled in at Paragraph 5, below; 12 Other: 13 4. Legal Description. The legal description of the Property is: D In the above Lease; D Attached as Exhibit A. 14 Option/Time Limit. In consideration of: 
The rent and terms of the above Lease, and/or 15 5. paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right 16 to buy the Property on or before \_ , (the "expiration date") without grace or extension of said date. 17 In any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life (whichever 18 occurs later) plus twenty-one years. 19 Notice-Exercise of Option, Buyer may exercise this Option only by written notice personally delivered or sent by 20 6. certified mail, return receipt requested, to Seller at 21 at least 30 days in advance of the expiration date of this option. 22 7. Closing. At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 23 , the Closing Agent, all monies and documents necessary to close this 24 with transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, Seller shall 25 deposit into escrow with said Closing Agent all documents and money required of the Seller to close this sale. 26 Time is of the Essence. Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give notice 27 8. of exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the expiration 28 date through no fault of Seller, or (c) Buyer shall fail to deposit all necessary documents and money into escrow on 29 or before the time required in paragraph 7, above, then this Option and Buyer's privilege to buy the Property shall 30 terminate and Seller shall retain the option payment set forth in paragraph 5, above. 31 9. Purchase and Sale Agreement, Buyer and Seller have completed and attached hereto a Purchase and Sale 32 Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction according to the 33 terms and conditions set forth in the attached Purchase and Sale Agreement and, unless otherwise provided 34 therein, all time periods stated therein shall run from the date Buyer gives Seller notice exercising this Option (e.g., 35 time periods for obtaining financing, inspections, and title review). In the event of conflict between this Option and 36 the attached Purchase and Sale Agreement, this Option shall control. 37 10. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing 38 of this sale, a commission of \$ % of the Purchase Price to 39 or a licensed real estate firm. Seller and Buyer consent to Listing Firm and/or 40 Selling Firm receiving compensation from more than one party. 41 11. Agency Disclosure. At the signing of this Option, the Selling Broker represents D Seller D Buyer D both parties 42 a neither party. The Listing Broker represents a Seller a both parties a neither party. Selling Firm, Selling Firm's 43 Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) 44 represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing 45 Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 46 Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, 47 then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing 48 Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person 49 representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated 50 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 51 acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

**Buver's Initials** Date

Date

Date

Seller's Initials

Date

Form 75 Option to Buy Real Estate Rev. 7/10 Page 2 of 2

#### OPTION TO BUY REAL ESTATE (Continued)

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12. Title Insurance. Within \_\_\_\_\_\_ days (10 days if not filled in), following mutual acceptance of this Option, 53 Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's 54 policy of title insurance showing marketable title. The preliminary commitment is to be ordered through 55 title company. If title cannot be made marketable within \_\_\_\_\_ days 56

(60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer 57 pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately 58 refunded to Buyer and this Option shall thereupon be terminated. 59 At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's 60

additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable 61 itle. 62

The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and 63 restrictions, presently of record and general to the area; easements and encroachments, not materially affecting 64 the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining 65 rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing. 66

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Selling Firm		Listing Firm	
Contraction of the second seco			
Selling Broker		Listing Broker	
STATE OF WASHINGTON	)		
COUNTY OF	)ss. )		
I certify that I know or have satisfacto	ry evidence	that	
s the person who appeared before me, and s acknowledged it to be his/her their/its free and	aid person a	acknowledged that he/she/they/it	signed the instrument and
	Dated:	and the second	
	Signat	ure:	
	Print N	lame:	
		Public in and for the State of ngton, Residing at:	
	My Ap	pointment Expires:	
(Use this space for notary stamp/seal.)	_		
STATE OF WASHINGTON	1		
	)ss.		
COUNTY OF	)		
I certify that I know or have satisfacto s the person who appeared before me, and s			signed the instrument and
cknowledged it to be his/her their/its free and	voluntary act	for the uses and purposes ment	ioned in the instrument.
	Dated:		
	the second second	ure:	
	Print N	ame:	
	Notary Washir	Public in and for the State of igton, Residing at:	
	My App	pointment Expires:	
(Use this space for notary stamp/seal.)	_		

Form 89 Earnest Money Receipt Rev. 7/10 Page 1 of 1 Copyright 2010 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# RECEIPT FOR EARNEST MONEY

/een	a de la companya	("Buyer")
Buyer	Buyer	ADD I I I I I I I
Seller	Seller	_("Seller")
cerning		Property").
Address	City State Zip	Tebera V
On	, the undersigned received earnest money from Buyer in the amount	
of \$	by 🛛 personal check 🖾 cashier's checks 🖨 promissory note 🖾 cash	
🛛 other (		
	Print Name	
	Print Name Firm (Company)	
	Firm (Company)	
	Firm (Company)	1
	Firm (Company) Signature	1

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following	14
receipt, regardless of the terms of the Purchase and Sale Agreement.	15

Page 1 of 1			NATION		ALL RIGHTS RESERVED
			NOTICE		
'he followin	g is part of the Purchase	and Sale Agreem	ent dated		1
etween	11 - 14 - 72 - 14 - 14				("Buyer") 2
	Buyer		Buyer		
nd					("Seller") 3
	Seller		Seller		
oncerning					(the "Property"). 4
a da anti-	Address		City	State Zip	
					5
					7
					8
					9
					11
					12
					5 6 7 8 9 10 11 12 13
					14

Form 90B Notice of Termination Rev. 4/01 Page 1 of 1

# NOTICE OF TERMINATION OF AGREEMENT FOR FAILURE TO PAY EARNEST MONEY

iyer") 2
eller") 3
rty"). 4

Notice of Termination of Agreement for Failure to Pay Earnest Money. Buyer failed to timely deliver the Earnest 5 Money pursuant to the agreement. Seller, therefore, hereby elects to terminate the Agreement. 6

(and the second s		the state of the s	
Seller	Date	Seller	Date

Form 90C Failure to Close-Notice by Buyer Rev. 4/01 Page 1 of 1 ©Copyright 2001 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# FAILURE TO CLOSE - NOTICE OF TERMINATION BY BUYER

The followin	g is part of the Purchase	and Sale Agreement dated		·1
between _	Buver	Dura		("Buyer") 2
and	Boyer	Buyar		("Seller") 3
	Seller	Seller	1.1.1	
concerning	Address	City	State Zip	(the "Property"). 4

Failure to Close – Notice of Termination by Buyer. Closing has failed to occur by the Closing Date through no fault 5 of Buyer. Therefore, Buyer hereby elects to terminate the Agreement and demands return of the Earnest Money. 6

Buyer

Date

Buyer

Date

Form 90D Failure to Close-Seller Rev. 4/01 Page 1 of 1

#### FAILURE TO CLOSE NOTICE OF TERMINATION BY SELLER – SELLER TO KEEP EARNEST MONEY

The followin	g is part of the Purchase	and Sale Agreement dated		1
between				("Buyer") 2
Weilly XXV -	Buyer	Buyer		• ~ ~ • • • •
and				("Seller") 3
10 Commune	Seller	Seller		
concerning				(the "Property"). 4
	Address	City	Sfate Zip	

Failure to Close – Notice of Termination by Seller – Seller to Keep Earnest Money. The transaction 5 contemplated by the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller 6 hereby elects to terminate the Agreement and shall be entitled to retain the Earnest Money as Seller's sole remedy. 7

Seller

Date

Seller

Date

Form 90E Failure to Close-Seller Rev. 4/01 Page 1 of 1

#### FAILURE TO CLOSE NOTICE OF TERMINATION BY SELLER – SELLER TO ELECT REMEDIES

The followin	g is part of the Purchase	and Sale Agreement dated		1
between				("Buyer") 2
	Buyer	Buyer		
and				("Seller") 3
200 A -	Seller	Seller		• annual • •
concerning				(the "Property"). 4
Grand Bar	Address	City	State Zip	

Failure to Close – Notice of Termination by Seller – Seller to Elect Remedies. The transaction contemplated by 5 the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller hereby elects to 6 terminate the Agreement and shall be entitled to remedies as provide for in the Agreement. 7

Seller

Date

Seller

Date

		SPECIFIC	TERMS	
I. Date:	MI	_S No.:	Offer Expira	tion Date:
. Buyer:				RENERICS
. Seller: _	luyer	Buyer		Status
		Seller		
Property	Legal Description attached as	Exhibit A. Tax Parcel N	io(s).:,	
Address		City	County	Stale Zip
fireplace	Items: □ stoves/ranges; □ r e inserts; □ satellite dishes; ū tor; □ other	security systems;	attached television(s);	ashers;    hot tubs;    wood stove attached speaker(s);    microwaves
Purchase	Price: \$			Dolla
Earnest M	Noney: \$ 🗆 C	heck; 🖸 Note; 🖬 Oth	er (held	d by 🗆 Selling Firm; 🗖 Closing Agen
	check only one) 🗖 Forfeiture of			5
	rance Company:			
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	late:	; Possession Da		ər
. Services	of Closing Agent for Payment	t of Utilities: 🛛 Reque	sted (attach NWMLS Forn	n 22K); 🖵 Waived
	isclosure: Selling Broker repr	이번 이상 위험 이 가지 않는 것이 같이 있는 것이 같아.	Seller; 🗆 both parties; 🗖	
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	1)		and and a second	Date
uyer's Signatur	1)	Date	Seller's Signature	
uyer's Signatur uyer's Address	1)	Date	Seller's Signature Seller's Signature	
uyer's Signatur uyer's Address ity, State, Zip	1)	Date	Seller's Signature Seller's Signature Seller's Address	
uyer's Signatur uyer's Address ity, State, Zip hone No.	e	Date	Seller's Signature Seller's Signature Seller's Address City, State, Zip	Date
uyer's Signatur uyer's Address ity, State, Zip hone No. uyer's E-mail A	e	Date	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No.	Date
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uyer's Signatur uyer's Address ity, State, Zip hone No. uyer's E-mail A alling Firm alling Broker (P	ddress	Date Date Fax No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm	Date Fax No MLS Office No
uyer's Signatur uyer's Address ity, State, Zip hone No. uyer's E-mail A alling Firm alling Broker (P rm Phone No.	e ddress	Date Date Fax No. MLS Office No. MLS LAG No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm Listing Broker (Print)	Date Fax No MLS Office No MLS LAG No. Broker Phone No. Firm Fax No
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Buyer's Signatur Buyer's Signatur Buyer's Address Dity, State, Zip Phone No. Buyer's E-mail A Buyer's Broker (P Irm Phone No. Irm Phone No.	e ddress rint) Broker Phone No. ument E-mail Address	Date Date Fax No. MLS Office No. MLS LAG No.	Seller's Signature Seller's Signature Seller's Address City, State, Zip Phone No. Seller's E-mail Address Listing Firm Listing Broker (Print) Firm Phone No. Listing Firm Document E-ma	Dat Fax No MLS Office No MLS LAG No Broker Phone No, Firm Fax No il Address

Form 20 Multi-Family Purchase & Sale Rev. 7/19 Page 2 of 5

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# MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

Continued

- a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing 7 Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, 8 or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs 9 later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust 10 account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank 11 charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest 12 earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to 13 deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller 14 and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest 15 Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund 16 Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 17 refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. 18 The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any 19 check to the parties and Brokers at the addresses and/or fax numbers provided herein. 20

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 21 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If 22 either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. 23 Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party 24 does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to 25 the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an 26 objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 27 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent 28 to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to 29 RCW 4.28,080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, 30 postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies 31 with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability 32 related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other 33 party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this 34 section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party 35 commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 36

- c. Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 37 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and 38 all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; 39 ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation 40 fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees 41 planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the 42 above Included Items are leased or encumbered, Seller shall acquire clear title before Closing.
- 44 d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of 45 record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with 46 Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil 47 and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not 48 assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory 49 Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty 50 51 Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 52 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance 53 Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines 54 to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party 55 applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance 56 Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title 57 Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with 58 homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall 59 send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, 60

Date



Form 20 Multi-Family Purchase & Sale Rev. 7/19 Page 3 of 5 ©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy 61 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 63 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.

67 f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing 68 Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county 69 recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available 70 to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date. 71 72 whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date, Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either 73 repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that 74 becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the 75 right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and 76 systems/appliances as required by this paragraph. If possession transfers at a time other than Closing, the parties shall 77 execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller 78 Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance 79 companies to assure appropriate hazard and liability insurance policies are in place, as applicable. Seller shall not enter into 80 or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or 81 leases in the ordinary course of Seller's business), service contracts, or other agreements affecting the Property which have 82 terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 83

84 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 85 residence following the sale. This requirement may be applicable to the Property. RCW 43.44.110 requires the seller of a 86 dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the 87 unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not 88 responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers 89 and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke 90 detector(s) in the Property. 91

- g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 92 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 93 cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 94 costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 95 party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 96 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 97 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow 99 h. fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable 100 homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, 101 appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on 102 encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money 103 due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written 104 statement from the supplier as to the guantity and current price and provides such statement to the Closing Agent. Seller shall 105 pay all utility charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other 106 reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to 107 rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of 108 Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned 109 over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services 110 of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller 111 shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NVMLS 112 Form 22K Identification of Utilities or equivalent). 113

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

 Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to 118 the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to 119 this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to 120

# MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents 121 concerning this sale.

- j. 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 (NVMLS Form 22E or equivalent) under 124 the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If 125 Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, 126 Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 128 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only 129 when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be 130 signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or 131 at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-132 Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall 133 be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their 134 whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or 136 a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling 137 Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 138 Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute 139 written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail 140 transmitted signatures by signing an original document.

- I. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this 142 Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar 143 day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as 144 defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal 145 holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include 146 Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall 147 occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 148 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal 149 holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this 150 Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance 151 shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the 152 legal description is attached. Time is of the essence of this Agreement.
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 154 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 155 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 156 electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 158 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on 159 the first page of this Agreement. 160
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 161 provision, as identified in Specific Term No. 8, shall apply: 162
  - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 163
    Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 164
  - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 165 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 166 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 167 any other rights or remedies available at law or equity. 168
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified 169 public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review, 170 However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest 171 Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not 173 be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other 174 party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be 175 refunded to Buyer.
- r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's 177 name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the 178 other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. 179

Date

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#### MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS Continued

Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed 180 office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any 181 Earnest Money shall be refunded to Buyer. 182

- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counter-offer 183 shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling 185 t. Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm's 186 Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same 187 party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, 188 then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) 189 representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then 190 both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and 191 Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The 192 Law of Real Estate Agency." 193
- Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which 194 they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the 195 listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. 196 Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such 197 commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action 198 by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' 199 fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 201 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 202 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 203
- w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 204 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 205 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 206 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 207
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations and 208 information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties 209 acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement 210 and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as 211 stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, guality 212 or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, 213 electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or 214 health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold 215 problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to 216 use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 217 defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 218 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to 219 investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and 220 other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 221 Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer 222 and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or 223 contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall 224 exercise their own judgment and due diligence regarding third-party service providers. 225
- Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as 226 ٧. possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to 227 the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, 228 assessments, and utilities; property management agreements, service contracts, and agreements with professionals or 229 consultants entered into by the Seller or any predecessor in title to the Seller, leases of personal property or fixtures; leases or 230 other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, 231 specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit 232 reports. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within ten (10) days of either receipt of the above 233 documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is 234 satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to 235 Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, 236 contracts and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and 237 agreements by assignment and Buyer shall assume performance of all obligations upon Closing. 238

Buyer's Initials

Date

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## MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND)

1.	Date:	MLS No.:	Offer Exp	piration Date:	
2.	Buyer:				
3.	Buyer Seller:	Buyer		Status	
4.	Seller Manufactured Home: Manufacturer	Seller		Serial No -	
	Year: Space No.:				
	Space No	Tax Fa	(cerivo(s)		
	Address	City	County	State	Zip
	Base Lease Terms: (check only one)		No. 11 All All Andrew Statements	Monthly Rent: \$	
	The Manufactured Home together wi				
5.	Included Items:      existing expan     satellite dish;      wood stove;     speaker(s);      microwave;      general	fireplace insert; 🗖 sec	urity system; 🗖 hot tu	b; 🗖 attached televisi	er; D dishwasher; on(s); D attached
6.	Purchase Price: \$				Dollars
7.	Earnest Money: \$			neld by 🗖 Selling Firm; 🕻	Closing Agent)
8.	Default: (check only one) 🗆 Forfeitu	re of Earnest Money; 🗖 S	eller's Election of Reme	dies	
9.	Closing Agent:		Individual (options		
10.	Closing Date:	; Possession D	Date: O on Closing; O C	Other	
	Services of Closing Agent for Payr	A REPORT AND A REAL PROPERTY AND A REAL PROPER			1 1 1 1 1 1 1 1
	Buyer Review of Rules/Regulation	s: 🛛 Waived; 🖵 Conting			ays after receipt of
	mobile home park rules and regulation				
	Lease/Rental Agreement Continge				
	Approval of Buyer: Contingent on m				tance
15.	Agency Disclosure: Selling Broker			neither party	
		represents: D Seller; D			
16.	Addenda:				
Buy	ver's Signature	Date	Seller's Signature		Date
Buy	ver's Signature	Date	Seller's Signature		Date
		040			
Buy	ver's Address		Seller's Address		
City	/, State, Zip		City, State, Zip		
~~~	10111/2/0		190 1000		
Pho	one No.	Fax No.	Phone No.		Fax No.
Buy	ver's E-mail Address		Seller's E-mail Address		
Cuy			Genera L'Indi Address		
Sell	ing Firm	MLS Office No.	Listing Firm		MLS Office No.
Sall	ing Broker (Print)	MLS LAG No.	Listing Broker (Print)		MLS LAG No.
Jen		MES LAG NO.	cisting broker (Print)		MES EAS NO.
Firm	n Phone No. Broker Phone No.	Firm Fax No.	Firm Phone No	Broker Phone No.	Firm Fax No.
Sell	ing Firm Document E-mail Address		Listing Firm Document E	mail Address	
301	ing Firm Document E-mail Address		Listing Firm Document E	Anan Address	
Sell	ing Broker's E-mail Address		Listing Broker's E-mail A	ddress	
0.0			THERE & CLUE ROLL THE	an Kin	Fire DOI: 11
Sell	ing Broker DOL License No. S	elling Firm DOL License No.	Listing Broker DOL Licer	ise No. Listing	Firm DOL License No.

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#### MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND) Continued

- a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- 7 b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to 8 Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 9 Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an 10 interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, 11 after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges 12 and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer 13 has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the 14 interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS 15 Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest 16 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing 17 Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the 18 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written 19 verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the 20 addresses and/or fax numbers provided herein. 21

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 24 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If 25 the other party does not object to the demand within 20 days of Closing Agent's notice. Closing Agent shall disburse the 26 27 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 31 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader 37 action to deduct up to \$500.00 for the costs thereof. 38

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 39 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 40 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 41 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas 42 log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; 43 shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless 44 otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- Condition of Title to Manufactured Home. Title to the Manufactured Home has not been eliminated and the 46 Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at closing by a 47 bill of sale in the form of LPB 30-05(i) or LPB 30-05(r), as appropriate, and shall be conveyed free and clear of any monetary 48 obligation or security interest. If applicable, Seller shall convey the vehicle title to the Manufactured Home to Buyer. 49
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 50 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 51 the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 52 the county recording office is closed. "Closing" means the date on which all documents are recorded 53 and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing 54 Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the 55 Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the 56

Date

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#### MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND) Continued

Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 57 plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a 58 system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of 59 Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller 60 shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the 61 Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be 62 unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A 63 (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After 64 Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies 65 to assure appropriate hazard and liability insurance policies are in place, as applicable. 66

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 67 monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 68 the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 69 smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 70 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 71 complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless 72 from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property. 73

- 74 f. Closing Costs and Prorations. Seller and Buyer shall each pay one-half of the escrow fee. Rent, and obligations pursuant to the Lease or Rental Agreement, shall be prorated as of Closing. Taxes for the current year, rent, interest, 75 and lienable homeowner's association dues shall be prorated as of Closing. If any payments are delinguent on 76 encumbrances on the Manufactured Home which will remain after Closing, Closing Agent is instructed to pay such 77 delinquencies at Closing from money due to, or to be paid by, Seller, Buyer shall pay for remaining fuel in the fuel tank 78 if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides 79 such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in 80 Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 81 unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities 82 providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or 83 equivalent). Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or 84 before Closing. 85
- g. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all 86 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 87 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 88 and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information 89 and copies of documents concerning this sale.
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or h. 91 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 92 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 93 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 94 Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 95 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 96 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and 97 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 98

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 99 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling 100 Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this 101 Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic 102 e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the 103 parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

i. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated 105 in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the 106 last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 107 or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a 108 Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the 109 Posession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a 110 specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, 111



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#### MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND)

Continued

Sunday, legal holiday as defined in RCW 1.16.050 or day when the county recording office is closed, shall occur on the 112 next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. Time is of the 113 essence of this Agreement. 114

- j. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 115 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 116 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 117 electronic form has the same legal effect and validity as a handwritten signature. 118
- k. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 119 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 120 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 122 provision, as identified in Specific Term No. 8, shall apply: 123
  - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 124
    Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 125
  - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 126 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 127 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 128 any other rights or remedies available at law or equity.
- m. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 130 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 131 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 132 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 133 fees and expenses.
- n. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 135 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 136 office of the other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest 137 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 139 Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 140 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not 141 be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the 142 other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest 143 Money shall be refunded to Buyer.
- p. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer 145 shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner 146 withdrawn. 147
- q. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 148 Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 149 Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 150 represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 151 affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 152 (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are 153 the same person representing both parties as dual agents then both Buyer and Seller confirm their consent to that 154 person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- r. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 157 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 158 specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm, as applicable, a portion of their 160 funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 161 directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 162 court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 163 under this Agreement.

Date



Form 23 Manufactured Home Rev. 7/19 Page 5 of 5

#### MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND) Continued

- s. Cancellation Rights/Lead-Based Paint. If the Manufactured Home was built prior to 1978, and Buyer receives a 165 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual 166 acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 167
- t. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 168 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 169 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 170 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 171
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 172 u. and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 173 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 174 under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter 175 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 176 addition, Brokers do not guarantee the value, guality or condition of the Property and some properties may contain 177 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 178 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 179 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 180 expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 181 inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 182 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 183 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 184 advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 185 earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term 186 rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide 187 additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third 188 party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 189 services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 190 third-party service providers. 191
- Park Rules and Regulations Contingency. Unless waived in Specific Term No. 12, this Agreement is contingent on 192 Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer 193 within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of 194 disapproval by the date specified in Specific Term No. 12.
- w. Assumption of Lease/Rental Agreement Contingency. This Agreement is contingent on Buyer's ability to assume 196 the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to 197 Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in 198 Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer 199 shall assume the Lease/Rental Agreement for the Property. 200
- Approval of Buyer. This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall 201 be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile 202 home park disapproved of Buyer.
- y. Department of Labor and Industries Compliance Inspection. Buyer is advised that manufactured homes are subject 204 to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on 205 manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured 206 homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the 207 Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property 208 for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give 209 notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has 210 remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Date Buyer's Initials

Seller's Initials



Form 90N Notice of Termination (Park Rules-Form 23) Rev. 4/01 Page 1 of 1

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## NOTICE OF TERMINATION (DISAPPROVAL OF PARK RULES AND REGULATIONS – FORM 23)

The followin	g is part of the Purchase	and Sale Agreement dated	provide a provide second	
between	Buyer	Buyer		("Buyer") 2
and				("Seller") 3
concerning	Seller	Seller		(the "Property"). 4
concorning	Address	City	State Zip	

Notice of Termination (Disapproval of Park Rules and Regulations – Form 23). Buyer hereby gives notice to 5 Seller that Buyer disapproves the mobile home park rules and regulations and, therefore, elects to terminate the 6 Agreement.

Buyer

Date

Buyer

Date

8

Form 900 Notice of Termination (Unable to Assume Lease – Form 23) Rev. 4/01 Page 1 of 1

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## NOTICE OF TERMINATION (UNABLE TO ASSUME LEASE – FORM 23)

The followin	g is part of the Purchase	and Sale Agreement dated		1
between	Buyer	Buyer		("Buyer") 2
and		24.40		("Seller") 3
concerning	Seller	Seller		(the "Property"). 4
1999 - 1999 <b>-</b> 1997	Address	City	State Zip	

Notice of Termination (Unable to Assume Lease – Form 23). Buyer hereby gives notice to Seller that Buyer is 5 unable to assume the lease of the property on which the Property is located and, therefore, elects to terminate the 6 Agreement.

Buyer

Date

Buyer

Date

8

Form 25 Vacant Land Purchase & Sale Rev. 7/19 Page 1 of 5

## VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1.	Date:	MLS N	o.:	Offer Ex	piration Date:	
2.	Buyer:	- in Cardov Val			44474	
3.	Buyer Seller:		Buyer		Status	
4.	Seller Property: Legal Descrip	ption attached as Exhil	seller bit A. Tax Parce	l No(s).:		
ú.	Address		City	County	State	Zip
5.	Purchase Price: \$		المحاصفة الأرادة السوالعدة		indra He enanciema	Dollars
6.	Earnest Money: \$					Closing Agent)
7.	Default: (check only one		the strength of the strength of the strength of the		edies	
8.	Title Insurance Compa	Ash.				
9.	Closing Agent:	y	1.1000	Individual (option	at)	
10.	Closing Date:		; Possession D			
11.	Services of Closing Ag	jent for Payment of L	Itilities: 🗖 Requ	ested (attach NWMLS	Form 22K); 🛛 Waived	
12.	Charges/Assessments	Levied Before but Du	e After Closing:	assumed by Buyer; C	prepaid in full by Seller	at Closing
	Seller Citizenship (FIR			and the set of the bar we we we shall be a set		
14.	Subdivision: The Prope	rty: 🗖 must be subdivid	led before	; 🖸 is not re	quired to be subdivided	
15.	Feasibility Contingency	Expiration Date: D	days after n	nutual acceptance; 🗖 C	other	
16.	Agency Disclosure: S Li	elling Broker represen isting Broker represent			neither party	
17.	Addenda:					
-	uver's Signature		Date	Seller's Signature		Date
D	uyer a oignature		Date	Seller's Signature		Date
В	uyer's Signature		Date	Seller's Signature	0	Date
В	uyer's Address			Seller's Address		
C	ity, State, Zip			City, State, Zip		······································
P	hone No.		Fax No.	Phone No.		Fax No.
B	uyer's E-mail Address		1.1.1.1.1	Seller's E-mail Address	1	1.1.1.1
Se	elling Firm		MLS Office No.	Listing Firm		MLS Office No.
Se	elling Broker (Print)	7.7.1	MLS LAG No.	Listing Broker (Print)	1.1.1.1.1	MLS LAG No
Fi	rm Phone No. Bro	oker Phone No.	Firm Fax No.	Firm Phone No.	Broker Phone No.	Firm Fax No.
Ŝ	alling Firm Document E-mail Ad	ddress		Listing Firm Document	E-mail Address	
Se	elling Broker's E-mail Address			Listing Broker's E-mail	Address	
Se	alling Broker DOL License No.	Selling Firm DC	L License No.	Lisling Broker DOL Lice	nse No. Listing	Firm DOL License No

Form 25 Vacant Land Purchase & Sale Rev. 7/19 Page 2 of 5

#### VACANT LAND PURCHASE AND SALE AGREEMENT GENERAL TERMS

#### Continued

- a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- 7 Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to b. 8 Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 9 Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, 10 whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an 11 interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges 12 13 and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the 14 15 interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest 16 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing 17 Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the 18 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written 19 verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the 20 addresses and/or fax numbers provided herein. 21

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 25 Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the 26 Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent 27 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 31 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader 37 action to deduct up to \$500.00 for the costs thereof. 38

- 39 Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 40 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 41 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 42 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 43 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 44 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 45 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 46 acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description. 47
- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 48 d. 49 ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any 50 cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall 51 pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of 52 the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the 53 title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard 54 form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable 55 prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to 56 waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and 57 this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a 58 consequence of Seller's inability to provide insurable title. 59

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## VACANT LAND PURCHASE AND SALE AGREEMENT GENERAL TERMS

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#### Continued

- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the 60 e. date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a 61 Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the 62 Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the 63 county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall 64 maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. 65 Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the 66 Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, 67 service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first 68 obtaining Buyer's consent, which shall not be unreasonably withheld. 69
- f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 70 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 71 cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 72 costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 73 party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 74 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 75 purposes of completing a reverse exchange.
- g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 77 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 78 and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 79 including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 80 payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 81 delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, 82 prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides 83 such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in 84 Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 85 unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities 86 providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or 87 equivalent). 88

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 89 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 90 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 91 as agreed in Specific Term No.12.

- Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all 93 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 94 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 95 and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information 96 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. 98 income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 99 under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing 100 Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt 101 from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 102
- j. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 103 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 104 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 105 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 106 Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 107 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 108 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and 109 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 111 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling 112 Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this 113 Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic 114 e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the 115 parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

Buyer's Initials

Buyer's Initials

Form 25 Vacant Land Purchase & Sale Rev. 7/19 Page 4 of 5

#### VACANT LAND PURCHASE AND SALE AGREEMENT GENERAL TERMS

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#### Continued

- k. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated 117 in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the 118 last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 119 or legal holiday as defined in RCW 1.16.050, the specified period of 5 days or less, except for any time period relating to the 121 Possesion Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a 122 specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, 123 Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the 124 next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties 125 agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then 126 for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted 127 offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of 128 this Agreement.
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 130 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 131 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 132 electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 134 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 135 Buyer on the first page of this Agreement. 136
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 137 provision, as identified in Specific Term No. 7, shall apply: 138
  - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 139
    Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 140
  - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 141 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 142 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 143 any other rights or remedies available at law or equity. 144
- o. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 145 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 146 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 147 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 148 fees and expenses.
- p. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 150 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 151 office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any 152 Earnest Money shall be refunded to Buyer. 153
- q. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 154 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 155 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 156 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 157 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the 158 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 160 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 161 unless sooner withdrawn.
- Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 163 Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 164 Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 165 represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 166 affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 167 (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are 168 the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 169 Designated Broker, Branch Manager (if any), and Managing Broker (if any), and Managing Broker (if any) and Broker (if

Form 25 Vacant Land Purchase & Sale Rev. 7/19 Page 5 of 5

#### VACANT LAND PURCHASE AND SALE AGREEMENT GENERAL TERMS

#### Continued

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t. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 172 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 173 specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm, as applicable, a portion of their 175 funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 176 directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 177 court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 178 under this Agreement.

Feasibility Contingency. It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date 180 U. identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the 181 future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, 182 Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in 183 which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums 184 applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or 185 restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, 186 wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact 187 fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; 188 sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and 189 Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and 190 after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to 191 ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and 192 all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for 193 all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice 194 to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be 195 conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives 196 notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 197

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's 198 intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 199

- Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the 200 Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the 201 date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and 202 the Earnest Money shall be refunded to Buyer.
- Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 204 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 205 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 206 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 207
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 208 X. and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 209 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 210 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 211 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 212 addition, Brokers do not guarantee the value, guality or condition of the Property and some properties may contain 213 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 214 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 215 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 216 expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 217 inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 218 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 219 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 220 advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 221 earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term 222 rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as 223 inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third 224 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 225

Date Buyer's Initials

Seller's Initials

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Rev. 7/19	
Dogo 1 of 5	

## CONDOMINIUM PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

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2.		and the second sec		
3.	Buyer: Seller:			Status
	Seller	Seller	tion at the	
4.			A 1 1000 7 10 1000	D ALTONOMOL
	Residential Condominium:		Parking No,:	; Storage No.:
	Address	City	County	State Zip
	Declaration Recording No	Not Available, attach NWMLS For	; Declaration Recor	ding No. attached as Exhibit A
5.	Included Items: Stove/ra	ange;	🛛 dryer; 🖾 dishwasher; 🖾 s	ecurity system; 🔲 satellite dis ed speaker(s); 🔲 microwav
5.	Purchase Price: \$			Dolla
7.		Check; D Note; O Othe		Selling Firm; Closing Agent)
В.	Default: (check only one)	Forfeiture of Earnest Money; 🗖 Se	ller's Election of Remedies	anna chuice treann na ch
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0.	Closing Agent:		Individual (optional)	
1.	Closing Date:	; Possession Da	ate:  on Closing;  Other	
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		: Seller 🛛 is; 🖵 is not a foreign pe	AN ARE THE REAL AND A MARK I MAN AND A MARK IN A MA	taxation
		rsion: 🗆 is (attach NWMLS Form 29		
6.	Public Offering Statement of	Resale Certificate (whichever is a	oplicable):   received	; D deliver to
	Buyer days after n			to the second second second
	이 가장 방법은 한 것 같은 것	: \$ per month and Deposition	CALL AND A REAL PROPERTY OF A REAL PROPERTY	
8.		ling Broker represents: D Buye		either party
		ting Broker represents: 🛛 🔲 Selle	r; 🖵 both parties	
9.	Addenda:			
_			Assessment and a second se	
Bu	yer's Signature	Date	Seller's Signature	Da
Buy	yer's Signature	Date	Seller's Signature	Da
Buy	yer's Address		Seller's Address	
City	y, State, Zip		City. State, Zip	
Pho	one No.	Fax No.	Phone No.	Fax N
Buy	ver's E-mail Address		Seller's E-mail Address	
Sel	ling Firm	MLS Office No.	Listing Firm	MLS Office N
	ling Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG N
		hone No. Firm Fax No.		Phone No. Firm Fax N
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1	ling Firm Document E-mail Address		Listing Firm Document E-mail Address	
Sell	ling Broker's E-mail Address		Listing Broker's E-mail Address	
		Selling Firm DOL License No.	Listing Broker DOL License No.	Listing Firm DOL License No

Form 28 Condominium Purchase & Sale Rev. 7/19 Page 2 of 5

## CONDOMINIUM PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- 7 Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing b. Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, 8 or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs 9 later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust 10 account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank 11 charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest 12 earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to 13 deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller 14 and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest 15 Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund 16 Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 17 refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. 18 The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any 19 check to the parties and Brokers at the addresses and/or fax numbers provided herein. 20

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 21 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If 22 either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 23 Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the 24 other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest 25 Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives 26 an objection or an inconsistent demand from the other party. Closing Agent shall commence an interpleader action within 60 27 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing 28 Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. 29 Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first 30 class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing 31 Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all 32 claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest 33 Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For 34 the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties 35 authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 36

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 37 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes 38 and all other window treatments; window and door screens; awnings; storm doors and windows; installed television 39 antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; 40 irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants 41 and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, 42 if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The 44 following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently 45 of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering 46 with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any 47 oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not 48 assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory 49 Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty 50 Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 51
- e. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA 52 form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If 53 Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer 54 shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title 55 insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected 56 by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company 57 shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection 58 and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary 59 commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be 60

Date

## CONDOMINIUM PURCHASE AND SALE AGREEMENT GENERAL TERMS

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Continued

issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions 61 consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as 62

Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be 63 refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. 64 Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 65

f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a 66 Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing 67 Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county 68 recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available 69 to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, 70 whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the 71 Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either 72 repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that 73 becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the 74 right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and 75 systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, 76 service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first 77 obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the 78 parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental 79 Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their 80 respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. 81

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 82 monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 83 the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 84 smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 85 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 86 complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless 87 from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property. 88

- g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 likekind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow h. 96 fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable 97 homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, 98 appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent 99 on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from 100 money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a 101 written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. 102 Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer 103 request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with 104 RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having 105 lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 106

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other 107 assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or 108 become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed 109 in Specific Term No. 13.

- Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) 111 to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else 112 related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and 113 others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and 114 copies of documents concerning this sale.
- j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 116 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 117 under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing 118 Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from 119 FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 120

Date

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## CONDOMINIUM PURCHASE AND SALE AGREEMENT GENERAL TERMS

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Continued

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 121 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 122 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 123 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 124 Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 125 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 126 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and 127 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 129 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling 130 Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this 131 Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic 132 e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the 133 parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

- Ь Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 135 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 136 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 137 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 138 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 139 shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 140 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 141 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 142 Saturday, Sunday, legal holiday or day when the county recording office is closed. If the parties agree upon and attach a 143 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 144 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 145 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 146
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 147 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be 148 effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic 149 form has the same legal effect and validity as a handwritten signature.
- n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 151 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer 152 on the first page of this Agreement. 153
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 154 provision, as identified in Specific Term No. 8, shall apply: 155
  - Forfeiture of Earnest Money, That portion of the Earnest Money that does not exceed five percent (5%) of the 156 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as 158 the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 159 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any 160 other rights or remedies available at law or equity. 161
- p. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified 162 public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. 163 However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest 164 Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 165
- q. Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall 166 not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the 167 other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall 168 be refunded to Buyer.
- r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's 170 name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the 171 other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. 172 Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the 173 licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse 174 and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer 176 shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner 177 withdrawn.

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## CONDOMINIUM PURCHASE AND SALE AGREEMENT GENERAL TERMS

Continued

- Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling 179 ŧ. Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's 180 Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the 181 same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the 182 same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and 183 Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same 184 person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated 185 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties 186 acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 187
- Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which 188 u. they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the 189 listing, Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. 190 Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such 191 commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action 192 by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' 193 fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 194
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 195 ٧. receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 196 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 197
- Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided from 198 w. Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying 199 the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then 200 this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 201
- x. Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 202 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 203 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under 204 this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this 205 transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not 206 guarantee the value, quality or condition of the Property and some properties may contain building materials, including 207 siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental 208 inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction. 209 such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective 210 products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to 211 retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there 212 may be defects that only may be revealed by careful inspection. Buyer is advised to investigate whether there is a 213 sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, 214 including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges 215 that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection 216 plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the 217 parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot 218 guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment 219 and due diligence regarding third-party service providers. 220
- Public Offering Statement. This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer 221 ٧. has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of 222 Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance 223 Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 16. Buyer shall 224 be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer 225 gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall 226 terminate and the Earnest Money shall be refunded to Buyer. 227
- z. Resale Certificate. This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer 228 has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific 229 Term No. 16. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following 230 receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall 231 terminate and the Earnest Money shall be refunded to Buyer. 232
- aa. Condominium Assessment. The current Condominium Assessment is the amount specified in Specific Term No. 17, but 233 is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium 234 assessment, a Deposit equal the amount specified in Specific Term No. 17 is required to be paid by Buyer at Closing. 235

Date **Buyer's Initials** 



Form 27 Condominium R Rev. 2/17 Page 1 of 4	esale Certificate	9	CONDOMINIUM RESALE CERTIFICATE	©Copyright 2017 Northwest Multiple Listing : ALL RIGHTS RESERV	
	Unit No				1
	In the:			Condominium	2
	Buyer:	Buyer	NULL		3
		Buyer	Buyer		

Instructions: This form or a statutory equivalent must be prepared by the association, its officer, or its authorized agent. It cannot 4 be prepared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer and 5 unit owner must sign this certificate. If there is insufficient space below to fully answer any question, or there is additional 6 information which would affect any answer, the preparer should include this in Section 17 (Remarks). 7

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had 8 actual knowledge of a greater amount or the amount was assessed after the date of this certificate. A unit owner is not liable to a 9 purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable 10 by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.

The information furnished is based on the books and records of the association and the actual knowledge of the preparer. Neither 12 the association nor the preparer warrants the accuracy of this information, and neither assumes any obligation to update it. 13

1.	RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION. There I is; I is not a right of first refusal or other restraint on sale of the unit. If there is, it is set forth: I in section(s) of the attached declaration; or I other (describe):
2.	ASSESSMENT (a) The current monthly common expense assessment for the unit is \$
	(b) Past due and unpaid monthly common expense assessments against the unit total \$
	(c) There are special assessments levied against the unit totaling \$, of which \$ is past due, and the balance is payable per □ month □ other (describe):
	(d) In addition to the monthly and special assessments in 2b & c above, \$ is past due and unpaid against the unit for (describe):
3.	DELINQUENT ASSESSMENTS RECEIVABLE. As of (must be a date within the past 45 days) there are monthly assessments and/or special assessments against units in the association that are past due over 30 days, as follows:
4.	DELINQUENT ASSOCIATION OBLIGATIONS, As of (must be a date within the past 45 days) there
	are bills or other obligations of theassociation which are past due over 30 days, as follows:
	🗅 none; 🗅 totaling \$
5.	FEES. The following fees are payable by unit owners:  fines for violation of rules; field the payments; field the move-in; field test is the set of the se
	Other: (describe):
	Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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## CONDOMINIUM RESALE CERTIFICATE

Continued

6.	ANTICIPATED REPAIRS OR REPLACEMENT COSTS.	4
1997	(a) There are; are not anticipated repair or replacement costs in excess of 5% of the annual budget of the association that have been approved by the board of directors.	on 4 4
	If there are, the amount is \$	_ 4
	(b) The association has cash reserves for repairs and/or replacements, as follows:	4
	none; 🗅 \$ If a dollar amount is filled in, then 🗆 none; 🗅 \$	4
	of those reserves has been designated by the association for the following projects (describe):	5
		5 5
7.	. JUDGMENTS AND SUITS. There are unsatisfied judgments against the Association, as follows:	5
	🗅 none; 🗅 totaling \$	_ 5
8.	PENDING SUITS. There are pending suits or legal proceedings in which the association is a party: a none; as follow (state parties, nature of the suit(s), amounts claimed, and the status of the suit):	ws 5
		5 5
9.	ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION. There I are: I are not any alterations improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are please describe:	
		6
10.	D. DECLARANT UNITS/OCCUPANCY.	6
	(a) There are units in the association that are owned by the declarant/developer.	6
	(b) The declarant/developer	_; 6
	(c) Of the total number of units in the association, are principal residences of the owners;	6
	are second or recreational homes; are rented; and are vacant.	69
	(d) There 🖵 is; 🖵 is not any one person or entity that owns more than 10% of the total units in the association. If there ar the owners' names and the number of units they own are:	
		72 73 74
11.	CODE VIOLATIONS. The unit, the limited common elements assigned to the unit, or any other portion of the condominiu □ do; □ do not violate health or building codes. If there are any violations, please describe:	74

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#### CONDOMINIUM RESALE CERTIFICATE Continued

12.	LE	ASES.	Commee	80			
	(a)	The ti	le of the unit is held in 🗳 fee simple; 🖾 leasehold.	81			
	(b)		□ is; □ is not any leasehold estate affecting the association. If there is, please describe (including any extension ewal provisions thereof):				
				84 85 86			
13.			G APPROVAL. The condominium has been approved for financing by (check as appropriate): □ FNMA; □ VA; □ FHA.	87 88			
14.	INS	URAN	SE.	89			
	(a)	Name		90 91 92			
	Address:						
				93			
	(b)		be any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, ts, appliances, water leaking from the unit into another unit, etc.).	94 95 96 97			
				51			
15.	WA	VARRANTIES AND WARRANTY CLAIMS.					
	(a)	The ur	its □ are; □ are not covered by a qualified warranty.	99			
	(b)	The co	mmon elements 🛯 are; 🖬 are not covered by a qualified warranty.	100			
	(c)	Claims	🗅 have; 🗅 have not been made under the warranty. If claims have been made, for each, please describe:	101			
			ne type of claim that was made;	102			
			ie resolution of the claim; ie type of repair performed;	103 104			
		(iv) Th	e date of the repair;	105			
			e cost of the repair; and	106			
		(vi) 11	e name of the person or entity who performed the repair.	107			
16.	EXI	HBITS.	The following exhibits must be attached:	108			
	(a)	Condo	minium declaration, and any amendments thereto, showing recording numbers.	109			
	(b)		minium bylaws, and any amendments thereto.	110			
	(C)	Condo	minium rules and regulations, and any amendments thereto.	111			
	(d)		financial statement of the association, including the audit report if it has been prepared, for the year immediately ing the current year.	112 113			
	(e)						
	(f)	Curren	t operating budget of the association.	116			
	(g)	Associ	ation current reserve study. Check the box that applies:	117			
		(i) 🗆	The association's current reserve study is attached.	118			
		(ii) 🗆	This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.	119 120 121 122			

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#### CONDOMINIUM RESALE CERTIFICATE

Continued

17. REMARKS. (The preparer should use the following space to complete any answers and/or to provide any additional 123 information which will affect the answers to the above questions. If more space is needed, add additional sheets). 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 Date: I certify under penalty of perjury that I am the of the association. I am 146 authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and 147 correct. 148 By 149 Association Preparer I certify under penalty of perjury that, to the best of my knowledge and belief, the foregoing is true and correct. 150 151 Unit Owner/Seller Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise 152 on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or 153 154 concerns. I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 155 Date Date Buyer Buyer

Form 90R Notice of Termination (Resale Certificate Unacceptable - Form 28) Rev. 4/01 Page 1 of 1

## NOTICE OF TERMINATION (RESALE CERTIFICATE UNACCEPTABLE – FORM 28)

The followin	g is part of the Purchase	and Sale Agreement dated		1
between		(****		("Buyer") 2
	Buyer	Buyer		
and				("Seller") 3
	Seller	Seller		
concerning				(the "Property"). 4
- Landers Marke	Address	City	State Zip	

Notice of Termination (Resale Certificate Unacceptable - Form 28). Buyer hereby gives notice that Buyer 5 disapproves the Resale Certificate and, therefore, elects to terminate the Agreement. In addition, Buyer hereby 6 demands the return of the Earnest Money. 7

			0
Buyer	Date	Buyer	Date

eak Up 7. 7/10 re 1 of 1	NWMLS "SPEAK-UP"		©Copy Northwest Multipl ALL RIGHT	right 2010 e Listing Service S RESERVED
		Su	ggestion is for:	1
			Discover Website	2
			Matrix	2 3
			Forms	4
			Xpress Forms	5
			NW Reporter Other:	6
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MLS Office #: ail Address: nk you for your participation; letting us k 11430 NE 120 <sup>th</sup> Street • Kirk	now ways we can serve you NWMLS	5-82		

## Transaction Deadlines (rev. 1/20) -- Mutual Acceptance Date:

	Timeline	Time Period	Calendar Date Deadline
Earnest Money Timelines (PSA Form 21):	Buyer to deliver EM to Broker or Closing Agent	2 days	No later than:
	If delivered to Broker, Broker to deliver to Closing Agent	3 days EM received by Broker on:	No later than:
Financing Timelines (Form 22A):	Buyer to make loan application	days	No later than:
(A)	Seller may give Request for Loan Information (Form 22AL)	days	No earlier than:
	Seller may give Right to Terminate Notice (Form 22AR)	days	No earlier than:
Seller Disclosure Statement & Lead Based Paint Timelines:	Buyer may rescind within 3 days of receipt of SDS	SDS rec'd:	Notice of rescission no later than:
	Buyer may rescind within 3 days of receipt of LBP if not received prior to offer	LBP rec'd:	Notice of rescission no later than:
Inspection Timelines (PSA Form 21 & Form 35):	Property Information Verification – Notice of Disapproval (Form 21)	10 days	No later than:
	Buyer's to deliver Inspection Notice (Form 35R)	days	No later than: Buyer's 35R rec'd:
	Seller's Response to Buyer's Request for Repairs or Modification	days	No later than:
	Buyer's Reply to Seller's Response	days	Seller's Response rec'd: No later than:
Title Insurance Timelines (Form 22T):	Buyer to deliver notice of disapproval of exceptions contained in preliminary title report from: mutual acceptance receipt of title by Buyer	MA date or date rec'd by Buyer:	No later than:
Homeowner's Insurance Contingency Timelines (Form 22VV):	Buyer to make application for insurance	days	No later than:
	Buyer to give notice of inability to obtain insurance	days	No later than:
Other Contingency Deadlines (e.g., Land & Acreage Addendum):		days	No later than:
		days	No later than:
		days	No later than:

**Computation of Time Rules:** 5 days or less count business days only. 6 days or more, count calendar days, but no period of time (other than possession) can expire on a Saturday, Sunday or legal holiday so bump the deadline to the next business day. Time periods expire at 9:00 pm unless otherwise agreed.

## Washington State Legal Holidays for 2020

## RCW 1.16.050

State Statutory Designation of Holiday	Common Holiday Name	Calendar Date for 2020
All Sundays		
First day of January	New Year's Day	Wednesday, January 1
Third Monday of January	Martin Luther King, Jr. Day	Monday, January 20
Third Monday of February	Presidents' Day	Monday, February 17
Last Monday of May	Memorial Day	Monday, May 25
Fourth day of July	Independence Day	Friday, July 3 (in lieu)* Independence Day Holiday
First Monday of September	Labor Day	Monday, September 7
Eleventh day of November	Veterans' Day	Wednesday, November 11
Fourth Thursday of November	Thanksgiving Day	Thursday, November 26
Friday immediately following Thanksgiving	Native American Heritage Day	Friday, November 27
Twenty-fifth day of December	Christmas Day	Friday, December 25

\* Whenever any state legal holiday other than Sunday, falls upon a Sunday, the following Monday is the legal holiday; or if the legal state holiday falls upon a Saturday, the preceding Friday is the legal holiday. RCW 1.16.050 (5)(a) & (b)