

**ADDITIONAL SIGNER ADDENDUM
TO PURCHASE & SALE AGREEMENT**

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

The following are additional parties (or required signer(s)) to the Agreement as identified below. All terms and conditions 5
of the Agreement are incorporated herein by reference as though fully set forth below. 6

1. Buyer; Seller 7

Name of Signer Status 8

Signature Date 9

2. Buyer; Seller 10

Name of Signer Status 11

Signature Date 12

3. Buyer; Seller 13

Name of Signer Status 14

Signature Date 15

4. Buyer; Seller 16

Name of Signer Status 17

Signature Date 18

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

PRESALE ADDENDUM

The following is part of the Purchase and Sale Agreement dated _____ (the "Agreement") 1

between _____ ("Buyer") 2
Buyer Buyer

and _____ ("Seller"). 3
Seller Seller

The Agreement is for the sale of real property, and improvements being or to be constructed thereon, commonly 4

described as _____ (the "Property"). 5
Address City State Zip

The following terms are included in the Agreement: 6

The improvements being or to be constructed on the Property are pursuant to Plan/Model No. _____ 7
and consist of a single family residential house with _____ bedrooms, _____ baths and 8
 attached detached _____ car garage. 9

1. **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

3. **PLANS AND SPECIFICATIONS.** 27

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

b. **Seller's Right to Modify.** Within _____ days (3 days if not filled in) of Seller's receipt of Buyer's notice 36
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

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

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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.** 47

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. 51

a. 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 cost of material, labor, and Seller's normal mark-up. 59

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. 64

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. 81

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

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

PRESALE ADDENDUM

Continued

5. LOCATION OF HOME AND SITE CHARACTERISTICS.	84	
a. If there is no site plan:	85	
<input type="checkbox"/> Seller shall have sole responsibility to locate the house on the lot, observing curb appeal, drive location, drainage considerations, existing trees, and topography.	86 87	
b. If there is a site plan:	88	
<input type="checkbox"/> The house to be built shall be placed on the Property approximately as shown on the site plan attached as Exhibit _____. Seller reserves the right to make reasonable adjustments in the siting, including addition of or raising walls which are not indicated on the building plans, changes in grade and location of the house and the layout of walks and patios (including changing from a patio to a deck or a deck to a patio if grade permits and it is more cost effective to do so) to accommodate site conditions.	89 90 91 92 93	
6. CLEARING THE PROPERTY. Clearing of ground cover and debris shall be limited to that reasonably necessary to permit adequate access to the building area. That portion of the site outside the cleared area shall be left in its current state. The area within the clearing limit shall be graded for proper drainage to an approximate finished grade using materials available on the site.	94 95 96 97	
In clearing the Property, it is Seller's normal policy to save as many trees as is reasonably possible. In some cases, however, trees will be removed due to their proximity to the house, their grade relationships to the house, or their undue interference with the construction of the house. Seller shall be the sole judge in such matters.		98 99 100
7. LANDSCAPING. Seller agrees to landscape the Property in a manner consistent with the appearance of the neighborhood and the new home. Buyer acknowledges that Seller will also landscape in order to meet engineering requirements such as grading and water drainage. Buyer acknowledges that matters of landscaping have been delegated to Seller's sole discretion.	101 102 103 104	
8. WARRANTY.	105	
a. Seller warrants that all workmanship and materials furnished by it in the construction of the home shall be free from defects for a period of one (1) year from the date of substantial completion of the home. Seller agrees to correct any defects in the finished construction identified by Buyer in writing during the one year warranty. Buyer shall notify Seller promptly after the discovery of such conditions.	106 107 108 109	
b. Seller's warranty hereunder does not extend to any work, materials, or items warranted by third parties, including without limitation, manufacturer's warranties. Seller's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Seller, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Seller does not warrant against gouges, scratches, dents, etc., that are not recorded on the walk-through inspection report described in paragraph 9 below. Seller will not be responsible for fallen trees or consequential damage for fallen trees after Closing.	110 111 112 113 114 115	
The foregoing warranties are in lieu of all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Seller shall not be liable under any circumstances for any incidental, consequential or other damages arising from or on account of such defects in the work, and the remedies herein are expressly agreed to be exclusive. Interior decorations, furnishings, and any model units are displayed for illustration only, and are excluded from this Agreement unless otherwise set forth in the plans and specifications.		116 117 118 119 120 121

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

PRESALE ADDENDUM

Continued

- 9. PRE-CLOSING INSPECTION ("WALK-THROUGH").** Within _____ days (5 days if not filled in) before Closing, or if not possible during that period, then as soon after Closing as is reasonably possible, Buyer and/or Buyer's representative (which may include a professional inspector of Buyer's choice retained at Buyer's sole expense) shall inspect the home together with Seller or Seller's representative and prepare a list of any deficiencies in construction that do not fall within the quality required under this Agreement. Buyer and Seller shall receive a copy of the walk-through report, listing items that require corrective actions. Items identified by Buyer at the walk-through for correction by Seller will be corrected to the level required by applicable building codes and industry standard. Seller will normally correct all such deficiencies within 30 days of the walk-through inspection, unless another time is agreed upon. The completion of such items shall not be reason to delay the Closing as provided herein. 122
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- 10. CLOSING DATE/COMPLETION OF IMPROVEMENTS.** 132
- a. Closing of this sale shall occur by the later of _____, or _____ after the issuance of a building permit for the improvements on the Property; provided, however, if Seller has not completed the improvements and obtained a Certificate of Occupancy for them prior to the Closing Date for any reason, Seller may extend the Closing Date for up to 30 days without further liability. Notwithstanding the foregoing, any specific completion dates and Closing Dates given by Seller are subject to extension for a reasonable time at Seller's option due to the unavailability of material, labor disputes, weather conditions, soils conditions, and other conditions beyond Seller's control. 133
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- b. Closing shall not be deemed to have occurred until Buyer's funds are available for immediate disbursement to Seller; at that time, keys will be turned over to Buyer. Seller reserves the right to show the Property to third parties before the Closing Date. 140
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- 11. OWNERSHIP OF PLANS AND SPECIFICATIONS.** The complete plans and specifications for the improvements on the Property are the property of Seller. All measurements set forth on the plans are outside dimensions, and all square footages are approximate. Buyer may at any time prior to Closing request and shall be granted the right to copies of said plans and specifications to be provided at Seller's cost. Buyer acknowledges that said plans and specifications are the stock and trade of the Seller and agrees that Buyer will not transmit or make available information concerning the plans and specifications to builders or other third parties. 143
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- 12. QUESTIONS DURING CONSTRUCTION AND NOTICE OF DELAYS.** Seller expects Buyer to have questions regarding the construction of the home and improvements. Buyer acknowledges that Seller's subcontractors, employees and real estate brokers have no authority to respond to Buyer's questions and no authority to make any changes in the work. Accordingly, Buyer agrees not to interrupt the work of subcontractors and employees with questions and instead to direct any questions regarding the construction process to _____ at the following telephone number _____. Further, Seller agrees to keep Buyer advised of the progress of construction and to promptly advise Buyer of any delays that Seller reasonably expects will delay Closing. 149
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- 13. ACCESS TO PROPERTY PRIOR TO CLOSING.** Buyer acknowledges that, to avoid interference with the work, and pursuant to any applicable terms and conditions of Seller's liability insurance policy, Buyer may enter the Property during working hours only with permission of Seller. When viewing the Property after working hours, Buyer agrees to do so only with Seller's Listing Broker present. Buyer and Buyer's agents are expressly denied permission to work on the home (or other improvements) during construction for any reason. If Buyer or Buyer's agents perform such work, then Buyer accepts responsibility for any additional costs related to delays and/or corrections required to proceed with construction, and agrees that all or some portions of the home or other improvements may be excluded from Seller's Warranty. 157
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- 14. CONFLICTS BETWEEN THIS ADDENDUM AND OTHER ASPECTS OF THE PURCHASE AND SALE AGREEMENT.** In the event of a conflict between this Addendum and any other contract documents, this Addendum shall control unless the other document specifically references this Addendum and the fact that it supersedes the provisions of this Addendum. 165
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_____	_____	_____	_____	_____	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

CUSTOMER SERVICE. 45

Buyer acknowledges receipt of a copy of Seller's written policy with regard to service. Buyer agrees to comply with such provisions, particularly with regard to giving notice of defects to Seller. 46
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OAK FLOORS, DRIVEWAYS AND SIDEWALKS. 48

Notwithstanding the warranty provisions in the Presale Addendum, Seller will be responsible for oak floors, driveways and sidewalks only until Closing. Seller cannot warrant these items after Closing. 49
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CONDITION OF DRYWALL AND SIDING. 51

Small cracks in drywall are an inevitable result of new construction. Seller will repair any problem once during the one-year warranty period. After the one-time repair, Seller will have no further responsibility for the condition of drywall. Buyer acknowledges that wood siding may expand and shrink during different times of the year which may result in the occasional exposure of small portions of siding unpainted below the butt of beveled siding. This circumstance is an inevitable one for which Seller cannot be responsible. 52
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REMEDIES – ARBITRATION. 57

The parties intend that any construction related disputes or controversies arising out of this Agreement be speedily resolved. Accordingly, the parties agree that any construction-related dispute, claim, or controversy relating to this Agreement and arising during the course of construction shall be resolved by arbitration. 58
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The arbitrator shall use the Construction Industry Arbitration Rules of the American Arbitration Association for the conduct of the arbitration, or such other rules as the arbitrator in his or her sole discretion deems more appropriate. The arbitrator is granted by the parties the authority to award such legal or equitable relief as the arbitrator deems appropriate, including reasonable attorneys' fees. The award of the arbitrator may be enforced in any court of suitable jurisdiction. 62
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WAIVER OF FINANCING. 67

If this Agreement is subject to Buyer's obtaining financing, and if Buyer at any time prior to Closing waives or satisfies that financing contingency, **whether or not such waiver or satisfaction is made upon demand by Seller**, then all Earnest Money shall immediately become non-refundable and shall be immediately paid to Seller at the time of such waiver or satisfaction. Such payment shall be in consideration of Seller proceeding with construction of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. The amount of the Earnest Money shall be applied to the Purchase Price at Closing. 68
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PRICE INCREASE DUE TO DELAY. 74

The agreed Purchase Price is based on Seller being able to start construction within _____ days (30 days if not filled in) after mutual acceptance of this Agreement. If Seller is unable to commence construction within this period due to any circumstances beyond Seller's control (such as Buyer's failure to satisfy or waive contingencies), then so long as Seller has not terminated the Agreement due to Buyer's breach, the Purchase Price shall be increased by the greater of Seller's actual increased costs (including Seller's overhead and additional sales tax) due to delay, or _____ percent (_____%) for each month or portion of a month for which the commencement date is delayed. 75
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

- CONFLICT.** 82
If there is a discrepancy between the terms of the Agreement and the plans and specifications, the Agreement shall prevail over the plans and specifications, and the plans shall prevail over the specifications. Actual measurements in construction may vary from those shown on the plans and the layout of mechanical installations may vary according to the installer's judgment and/or code requirements. If the standard printed terms on the Purchase and Sale Agreement conflict with this Addendum, the Presale Addendum (NWMLS Form 26) or any subsequent Addendum to this Agreement, then the terms of this Addendum shall prevail over the printed terms of the Purchase and Sale Agreement form. 83-89

- SELLER'S PURCHASE OF LOT.** 90
This Agreement is subject to Seller's purchase of the real property upon which the home and other improvements are to be located. Buyer is advised that Seller is purchasing the subject Property in accordance with an ongoing purchase and sale agreement from a third party. This Agreement is subject to Seller completing the purchase in accordance with that third-party agreement within _____ days after mutual acceptance of this Agreement. 91-94

- RECORDATION OF PLAT.** 95
This Agreement is conditioned on recording of the plat, without changing the boundaries of or access to the lot as shown in the preliminary plat. The Earnest Money shall be deposited to Selling Firm's trust account, and no money may be disbursed therefrom until the plat is recorded. 96-98
This transaction is subject to final plat recording on or before _____ . 99

- TITLE COMPANY AND ESCROW FEES.** 100
Notwithstanding anything to the contrary elsewhere in this Agreement, Seller and Buyer shall pay the costs of escrow fees as follows: 101-102

_____ 103-104
No other provisions in the Agreement pertaining to closing costs and/or prorations shall be modified by this paragraph. 105-106

- NON-REFUNDABLE CONSTRUCTION RETAINER.** 107
No later than the date on which all Buyer's contingencies under this Agreement have been satisfied or waived, and in no event later than _____ Buyer shall pay to Seller a non-refundable retainer in the amount of _____ Dollars (\$ _____) (the "Construction Retainer"). The Construction Retainer is paid in consideration of Seller proceeding with construction of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. If Buyer fails to make the Construction Retainer within the required time, Seller may in its sole discretion terminate this Agreement. 108-114
The Earnest Money deposit stated in the Agreement will be applied to the Construction Retainer due, and upon the earlier of (1) satisfaction of contingencies as stated in the preceding paragraph, or (2) the date set forth in the preceding paragraph, shall be released to Seller. The Construction Retainer shall be applied to the Purchase Price at Closing. 115-118

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

EARNEST MONEY PROMISSORY NOTE

\$ _____, Washington 1

FOR VALUE RECEIVED, _____
Buyer 2

_____ ("Buyer") 3
Buyer

agree(s) to pay to the order of _____ (Selling Firm or Closing Agent) 4

the sum of _____ Dollars 5

(\$ _____), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

* _____ . 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9
Sale Agreement between the Buyer and _____ 10
Seller

_____ ("Seller") 11
Seller

dated _____. Buyer's failure to pay the Earnest Money 12
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15
court and collection costs. 16

Date: _____ 17

BUYER _____ 18

BUYER _____ 19

* "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 Interest in Purchase and Sale Agreement ("Assignment") is made 1
by _____ ("Assignor") 2
Assignor Assignor
and _____ ("Assignee") 3
Assignee Assignee
with regard to _____ (the "Property"). 4
Address City State Zip

Assignor is the Buyer of the Property pursuant to the Purchase and Sale Agreement 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

1. **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. 11
2. **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. 18
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
5. **Further Action.** The parties shall take whatever further action is necessary to complete the 33
purpose of this Assignment. 34
6. **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. 39

Assignor's Initials Date Assignor's Initials Date Assignee's Initials Date Assignee's Initials Date

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 reply, as follows: 48
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(ii) Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 50
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ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED. 56
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d. Repairs. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement. 61
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e. Oil Storage Tanks. Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. 70
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f. On-site Sewage Disposal Systems Advisory: Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum). 73
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2. NEIGHBORHOOD REVIEW CONTINGENCY: Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 78
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3. PREINSPECTION CONDUCTED. Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 87
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4. WAIVER OF INSPECTION. Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 93
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INSPECTOR REFERRAL DISCLOSURE

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

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

A. _____
Name of Inspector

Nature of Relationship with Broker

B. _____
Name of Inspector

Nature of Relationship with Broker

C. _____
Name of Inspector

Nature of Relationship with Broker

Firm (Company)

By: (Broker) _____ Date

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

Buyer/Seller _____ Date

**ESCALATION ADDENDUM TO
 PURCHASE AND SALE AGREEMENT**

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

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

1. **PURCHASE PRICE.** If Seller receives a Competing Offer for the Property prior to accepting this offer, with a 10
 Net Price equal to or greater than the Net Price of this offer, then the Net Price of this offer shall be 11
 increased to \$_____ more than the Net Price of the Competing Offer. In no event, however, shall the 12
 new purchase price of this offer exceed \$_____. The term "Net Price" means the stated purchase 13
 price (or the maximum price if the Competing Offer contains a price escalation clause) less any price adjustments 14
 such as credits to Buyer for closing costs. 15
2. **COMPETING OFFER.** A Competing Offer must be a bona fide, arm's length, written offer on NWMLS or similar 16
 forms, containing all material terms necessary for an enforceable agreement which (a) requires the full purchase 17
 price to be paid in cash at closing; (b) provides for closing no later than _____ days (60 days if not filled in) 18
 from the date of this offer; and (c) is not contingent on the sale of the buyer's property (i.e. no NWMLS Form 22B 19
 or equivalent). A Competing Offer may include other conditions, such as a buyer's pending sale of property 20
 contingency (i.e. NWMLS Form 22Q or equivalent). 21
3. **SELLER'S ACCEPTANCE.** Seller's escalation of this offer shall not be effective unless it is accompanied by 22
 a complete copy of any Competing Offer used to escalate the purchase price, including any escalation 23
 provision. 24
4. **NEW PURCHASE PRICE WORKSHEET.** The following formula is provided to assist the parties in calculating the 25
 new purchase price. The worksheet can only be completed when the purchase price of the Competing Offer is 26
 known. The accuracy or completeness of the calculation shall not render this Agreement unenforceable, and to 27
 the extent the following calculations are inconsistent with the escalation provisions above, the escalation 28
 provisions shall control. 29

Purchase Price of Competing Offer (or the maximum purchase price of the Competing Offer if it contains an escalation provision)	\$ _____	30
Less Credits to Buyer in Competing Offer	\$ _____	31
Competing Offer Net Purchase Price	\$ _____	32
Plus Escalation Amount (this offer)	\$ _____	33
Plus Any Credits to Buyer (this offer)	\$ _____	34
New Purchase Price (this offer)	\$ _____	35

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

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**FEASIBILITY CONTINGENCY NOTICE
(NOTICE OF DISAPPROVAL/APPROVAL)**

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

Notice of Termination (Feasibility Contingency Disapproval). Buyer disapproves the results of a feasibility 5
study of the Property, elects to terminate the Agreement, and demands the return of the Earnest Money. 6

Buyer Date Buyer Date 7

Notice of Satisfaction (Feasibility Contingency Approval). Buyer approves the results of a feasibility study of 8
the Property and elects to proceed with the transaction on the terms in the Agreement. 9

Buyer Date Buyer Date 10

BACK-UP ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

1. **Property Already Sold.** Seller has previously sold the Property pursuant to a purchase and sale agreement dated _____ ("First Sale"). Seller reserves the right to change or amend the terms of the First Sale. 5
6
2. **Back-Up Agreement Subject to First Sale.** This "Back-Up Agreement" is subject to the First Sale. Seller is not obligated to sell to Buyer, unless the First Sale fails to close. 7
8
3. **Notice - If First Sale Fails to Close.** Seller shall give notice to Buyer within 3 days of learning that the First Sale will not close ("First Sale Failure Notice"). 9
10
4. **Closing.** If the First Sale fails to close, the Closing Date of this Back-Up Agreement shall be _____ days (60 days if not filled in) from the date of delivery of the First Sale Failure Notice. The Closing Date in this Addendum supersedes the Closing Date in the Agreement. 11
12
13
5. **Expiration of Back-Up Agreement.** If Seller has not given the First Sale Failure Notice within _____ days (60 days if not filled in) after mutual acceptance of this Back-Up Agreement, this Back-Up Agreement shall terminate. 14
15
16
6. **Termination by Buyer.** Buyer may terminate this Back-Up Agreement any time prior to receiving the First Sale Failure Notice. 17
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7. **Time.** For the purposes of computing time (except for paragraph 5 above), all timelines in this Back-Up Agreement, including the deposit of Earnest Money, shall begin on the date of delivery of the First Sale Failure Notice. If NWMLS Short Sale Addendum (Form 22SS) is a part of this Back-Up Agreement, all timelines shall begin on the date of delivery of the First Sale Failure Notice or Notice of Lender Consent, whichever occurs later. 19
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8. **Other.** 23
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Buyer Date

Seller Date

Buyer Date

Seller Date

COMMISSION DISBURSEMENT FORM

SELLING OFFICE MUST:

- (1) Fill in the following completely.
- (2) Sign in the space provided.
- (3) Send the original to the Listing Firm.
- (4) Send one copy to the Closing Agent.
- (5) Retain one copy.

Buyer _____
Buyer Buyer

Seller _____
Seller Seller

Listing No. _____ Today's Date _____

Property Address _____
Address City State Zip

Closing Agent _____

Closing Agent's Address _____
Address City State Zip

The Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct **with photocopies of this form** as follows:

\$ _____ to _____ (Selling Firm)

Address City State Zip

\$ _____ to _____

Address City State Zip

\$ _____ to _____

Address City State Zip

Selling Firm _____ Phone _____

By _____ Please Print: _____
Authorized Signature

LISTING 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 **photocopies of this form** as follows:

\$ _____ to _____ (Listing Firm)

Address City State Zip

\$ _____ to _____

Address City State Zip

\$ _____ to _____

Address City State Zip

Listing Firm _____ Phone _____

By _____ Please Print _____
Authorized Signature

RESERVATION AGREEMENT
(ATTACH A PURCHASE & SALE AGREEMENT)

Buyer _____ Buyer _____ ("Buyer") 1

and _____ ("Seller") agree as follows: 2
Seller _____ Seller _____

(As applicable): Floor Plan Type: _____ Building: _____ Lot No.: _____ Other I.D.: _____ 3

1. **RESERVATION.** Seller shall reserve for Buyer's purchase, the property commonly known as: 4

_____ (the "Property") 5
Address _____ City _____ State _____ Zip _____

and legally described as attached on Exhibit A; legal description not available. 6

2. **DEPOSIT.** Within 2 days after mutual acceptance of this agreement Buyer shall deliver a deposit of \$ _____ as consideration for this 7
agreement in the form of: Cash Personal check Promissory Note due _____ 8

Other _____ (the "Deposit"). The Deposit is to be held by: Closing Agent Selling Firm. Selling Broker will 9
deposit any check to be held by Selling Firm within 3 days of mutual acceptance. If the Deposit is held by Selling Firm and is over \$10,000.00 10
it shall be put into an 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 and fees in excess of the 12
interest earned, if any. If the Deposit held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to put the Deposit 13
into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 14
does not complete an IRS Form W-9 before Selling Broker must put the Deposit in an interest-bearing account or the Deposit is \$10,000.00 or 15
less, the Deposit shall be put into the Housing Trust Fund Account. Selling Firm may transfer the Deposit to Closing Agent. 16

3. **NOTICE TO BUYER.** When authorized by Seller, the Selling Firm shall give Buyer written notice of the purchase price established by Seller 17
for the Property. After Buyer's receipt of this notice, the parties shall have _____ days (5 days if not filled in) within which to enter into a 18
Purchase and Sale Agreement at the price in said notice to Buyer. If the parties do not enter into a Purchase and Sale Agreement within that 19
time, or any agreed extension thereof, Selling Firm shall return the above Deposit to Buyer and this Reservation Agreement shall thereupon 20
be terminated without further liability to either party, Selling Firm or Selling Broker. 21

Buyer shall keep Selling Broker advised of Buyer's whereabouts to receive the above notice. Selling Broker has no responsibility to give said 22
notice beyond either phoning Buyer or causing a copy of the notice to be delivered to Buyer's address below. 23

4. **BUYER-ELECTION NOT TO PURCHASE.** Buyer may at any time elect not to purchase the Property, by giving written notice to Listing 24
Broker. Upon Listing Broker's receipt of such notice, this Agreement shall terminate and the above Deposit shall be immediately refunded to 25
Buyer. 26

5. **SELLER'S OWNERSHIP/PLATTING REQUIREMENT.** Seller is the owner of the above Property has entered into an agreement to 27
purchase the above Property other _____ 28
If the Seller is not the owner, this Agreement is subject to Seller acquiring title. 29

The parties understand that it is generally a violation of Washington law to sell, offer to sell, or to disburse funds to Seller in connection with 30
the sale of property less than 5 acres in size if it has not received preliminary plat approval. An agreement offering to sell such property is 31
generally unenforceable. The parties understand this and release the Selling Firm and Selling Broker from any liability in connection with this 32
Agreement. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this 33
Agreement is conditioned on the recording of the final plat containing the Property on or before _____. If final plat approval is not 34
recorded by such date, this Agreement shall terminate and the Deposit shall be refunded to Buyer. 35

6. **PURCHASE & SALE AGREEMENT.** Buyer and Seller shall enter into a Purchase and Sale Agreement on the attached form. Buyer and 36
Seller acknowledge that they have received the attached form, and all terms and conditions therein are acceptable. 37

Print Seller Name _____ Buyer _____ Date _____ 38

By: _____ Signature _____ Date _____ Buyer _____ Date _____ 39

Title of Person Signing _____ Buyer Address _____ 40

Seller Address _____ City, State, Zip _____ 41

City, State, Zip _____ Home Phone _____ Office Phone _____ 42

Phone _____ Email _____ Buyer's Email _____ 43

Selling Firm _____ Selling Broker _____ 44

Selling Firm Address _____ City _____ State _____ Zip _____ 45

Office Phone _____ Office Fax _____ Other Phone _____ 46

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 40-42
- 10. 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 amount of fees shall be as fixed by the court. 43-45
- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord 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), Landlord makes the following disclosures: 46-50
- (a) The smoke detection device is hard-wired battery operated. 51
 - (b) The Building does does not have a fire sprinkler system. 52
 - (c) The Building does does not have a fire alarm system. 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 Agreement. 58
 - The building does not have an emergency notification plan for occupants. 60
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 61
 - The building does not have an emergency relocation plan for occupants. 62
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 64
 - The building does not have an emergency evacuation plan for occupants. 66
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67
- 12. CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530. 68-71
- 13. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 72-75
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 76-77
- 15. OTHER.** 78

Landlord Date

Tenant Date

Landlord Date

Tenant Date

RENTAL AGREEMENT
Seller Occupancy After Closing

Date: _____ 1

Tenant(s) _____ 2
Seller/Tenant Seller/Tenant

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

the property commonly known as _____ 4
Address City

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

1. **RENT.** The rent shall be \$ _____ per _____. Landlord acknowledges receipt of rent in the amount of 6
\$ _____ for the period of _____. Future rent shall be payable as follows: 7
_____. Rent shall be payable to _____ 8
at _____ 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 10
Agreement is void. 11

3. **TERM.** This Agreement shall terminate on _____. Upon termination, any advance rent shall be 12
pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 13
Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 14
damages sustained by Landlord because of such holdover. 15

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16
such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17
the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19
personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21
Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23
painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26
this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28
then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29
of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31
with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32
any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34
successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35
shall be as fixed by the Court. 36

Landlord's Initials Date Landlord's Initials Date Tenant's Initials Date Tenant's Initials Date

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RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord 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), Landlord makes the following disclosures:
- (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:

 - The building does not have a smoking policy.
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency notification plan for occupants.
 - (f) 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 relocation plan for occupants.
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
 - 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.
- 12. CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.
- 13. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."
- 15. OTHER.**

Landlord Date

Tenant Date

Landlord Date

Tenant Date

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LEASE/RENTAL COMMISSION AGREEMENT

This Lease/Rental Commission Agreement dated _____ is made between

Lessor Lessor ("Lessor") and
_____, ("Real Estate Firm" or "Firm")

in connection with real property commonly known as _____
Address

City State Zip County (the "Property");

- 1. DEFINITIONS.** For purposes of this Agreement "MLS" means the Northwest Multiple Listing Service.
- LEASE COMMISSION.** Firm has procured a tenant to lease the property. 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 \$ _____.
- 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.
- 5. 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)

LEASE / RENTAL AGREEMENT

This Lease/Rental Agreement dated: _____ is made and entered into between

Lessor Lessor ("Lessor"),
and _____
Tenant Tenant ("Tenant")
for the "Property" commonly known as _____
Address

City State Zip County

If this Agreement is for more than one (1) year, the legal description of the Property is attached as Exhibit A.

1. TERM OF AGREEMENT (check one).

- 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.
- b. 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.

2. POSSESSION. Tenant's right to possession of the Property begins at the commencement of the term 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 Tenant for damages.

3. RENT. Tenant shall pay rent as follows:

- a. Amount and Due Date. The rent is \$ _____ per month, payable in advance and 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.
- b. Payments. Rent shall be paid to (check one): Listing Firm at the address below; Lessor at the address below; or _____
- c. 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.
- d. Pro-Rated Rent. Pro-rated rent from _____ to _____ is \$ _____ and payable on _____.

4. UTILITIES. Tenant shall pay all utilities when due except: water; sewer; garbage; _____

5. OCCUPANCY/SUBLETTING. The Property is rented as a private residence for the following named persons: _____ Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any other persons, without the prior written consent of Lessor or Listing Firm.

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

- 6. SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$ _____, 42
which shall be deposited in a trust account in _____ Bank, 43
_____ Branch, in _____, WA. Lessor or Listing 44
Firm will give written notice of any change in said depository. This deposit is security for performance 45
of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any 46
damages to and cleaning of the Property, for which Tenant is responsible. 47
A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage 48
to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon 49
commencement of tenancy and a written copy given to Tenant. No security deposit may be collected 50
unless the Move In/Move Out Addendum is completed. 51
Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 52
premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the 53
deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 54
mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 55
damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 56
- 7. MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in 57
a neat and clean condition and upon termination of this Agreement will leave the Property in as 58
good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 59
alterations or improvements to the Property without Lessor's prior written approval. 60
- a. **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally 61
cleaned and provide Lessor with a receipt evidencing the same. 62
- 8. INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at 63
reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show 64
the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice. 65
- 9. RENT LATE CHARGE/NSF CHECK.** If any rent is not paid within five days of the due date, 66
Tenant shall pay a late charge of \$ _____ for each day that the same is 67
delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or 68
 \$ _____. 69
Tenant shall pay a charge of \$ _____ for each NSF check given by Tenant to Lessor. 70
Lessor shall have no obligation to redeposit any check returned NSF. 71
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. 72
Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 73
fourteen (14) days. 74
- 10. NONREFUNDABLE FEE.** Tenant shall pay, prior to occupancy, a nonrefundable fee of 75
\$ _____ for _____. Lessor 76
will not return this nonrefundable fee under any conditions. The fee may not be used hold the 77
Property for Tenant or to secure Tenant's obligation to move in to the Property. 78
- 11. PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed 79
Pet Agreement (NWMLS Form No. 68B). 80
- 12. RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for 81
bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property. 82
- a. **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for 83
liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's 84
personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's 85

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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LEASE / RENTAL AGREEMENT
(Continued)

- insurance policy within five days of mutual acceptance of this Agreement. 86
- 13. CARBON MONOXIDE ALARMS.** Lessor shall equip the Property with carbon monoxide alarm(s) 87
in accordance with the state building code as required by RCW 19.27.530. The parties 88
acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 89
19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim 90
resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property. 91
- 14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped 92
with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been 93
tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as 94
specified by the manufacturer, including replacement of batteries, if required. In addition, if the 95
Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 96
- (a) The smoke detection device is hard-wired; battery operated. 97
 - (b) The Building does; does not have a fire sprinkler system. 98
 - (c) The Building does; does not have a fire alarm system. 99
 - (d) The building has a smoking policy, as follows: 100

 The building does not have a smoking policy 101

 The building does not have a smoking policy 102
103
 - (e) The building has an emergency notification plan for occupants, a copy of which is 104
attached to this Agreement. 105
 The building does not have an emergency notification plan for occupants. 106
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached 107
to this Agreement. 108
 The building does not have an emergency relocation plan for occupants. 109
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is 110
attached to this Agreement. 111
 The building does not have an emergency evacuation plan for occupants. 112
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 113
- 15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the 114
signing of this Agreement, Listing Broker represents Lessor; both Lessor and Tenant. 115
Tenant's Broker represents Lessor; Tenant; both Lessor and Tenant; neither Lessor 116
nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager 117
(if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's 118
Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch 119
Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 120
Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated 121
with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, 122
Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 123
If Tenant's Broker and Listing Broker are the same person representing both parties then both 124
Lessor and Tenant confirm their consent to that person and his/her Designated Broker, Branch 125
Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 126
parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 127
- 16. ATTORNEYS' FEES.** If Lessor or Tenant institutes suit against the other concerning this 128
Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 129

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

135

LEASE / RENTAL AGREEMENT
 (Continued)

- 17. WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
- 18. LOCAL ORDINANCES.** Lessor and Tenant acknowledge that there may be local ordinances or regulations that require Lessor to provide Tenant with certain information including, but not limited to a summary of "Landlord-Tenant Laws."
- 19. COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS.** Tenant shall not use the Property in any way which violates any law, ordinance, or governmental regulation. In addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant acknowledges receipt of any applicable CC&Rs and the Rules for the Property.
- 20. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.
- 21. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

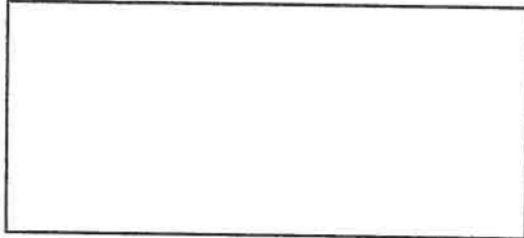
_____	_____	_____	_____	150
Tenant	Date	Lessor	Date	
_____	_____	_____	_____	151
Tenant	Date	Lessor	Date	
_____	_____	_____	_____	152
Tenant's Present Address		Lessor's Address		
_____	_____	_____	_____	153
City, State, Zip		City, State, Zip		
_____	_____	_____	_____	154
Home Phone	Work Phone	Lessor's Phone		
_____	_____	_____	_____	155
Tenant's Employer				
_____	_____	_____	_____	156
Tenant's Firm		Listing Firm		
_____	_____	_____	_____	157
Tenant's Broker		Listing Broker		
_____	_____	_____	_____	158
Tenant's Firm's Phone Number		Listing Firm's Phone Number		
_____	_____	_____	_____	159
Tenant's Broker's E-mail Address		Listing Broker's E-mail Address		
_____	_____	_____	_____	160
		Listing Firm's Address		

 Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

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.

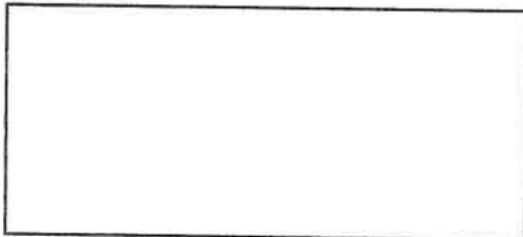


Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of
Washington, Residing at: _____
My Appointment Expires: _____

(Use this space for notary stamp/seal.)

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.)

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

RULES

- | | |
|---|--|
| 1. Garbage. Tenant shall furnish his/her own garbage can and place it where required for pickup. | 161
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| 2. Illegal Use. Tenant shall not use the Property for any illegal purposes. | 163 |
| 3. Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. | 164
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| 4. Freezing. Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. | 166
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| 5. Drains. Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. | 168
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| 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. | 170
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| 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. | 172
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| 8. Noise/Nuisance. 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. | 175
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| 9. Guests. Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. | 178
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| 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. | 180
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| 11. Vehicles. 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. | 186
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| 12. 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. | 190
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| 13. Fireplace Insert/Wood Stove. 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. | 193
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| 14. 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. | 197
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| 15. 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. | 201
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Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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

The following is part of the Lease/Rental Agreement dated _____
 between _____ ("Lessor")
Lessor Lessor
 and _____ ("Tenant")
Tenant Tenant
 concerning _____ (the "Property").
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 smoke 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		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

 Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Kitchen		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Refrigerator		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cooktop/ Burners		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Oven		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Microwave		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dishwasher		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sink/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garbage disposal		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Living Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dining Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Hallway		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bonus Room/Den		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 1		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials _____ Date _____

Tenant's Initials _____ Date _____

Lessor's Initials _____ Date _____

Lessor's Initials _____ Date _____

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 2		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 3		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bathroom No. 1		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sinks/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Shower/Tub		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Toilet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters/Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Mirror		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bathroom No. 2		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sinks/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Shower/Tub		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Toilet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters/ Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Mirror		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Utility Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Washer		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dryer		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet/ Shelves		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garage/ Carpport		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garage door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

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

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Grounds		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Patio/Deck		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walkways		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Driveway		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Lawn		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Plants/Trees		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

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 Date

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

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).

Move Out Date: _____

Has the Move-In/Move-Out Addendum been completed? Yes; No

DEPOSITS

Amount of Security Deposit: \$ _____

Amount of Pet Deposit: \$ _____

TOTAL DEPOSITS: \$ _____

DEDUCTIONS

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

**PET ADDENDUM TO
LEASE/RENTAL AGREEMENT**

The following is part of the Lease/Rental Agreement dated _____
between _____ ("Lessor")
Lessor Lessor
and _____ ("Tenant")
Tenant Tenant
concerning _____ (the "Property").
Address City State Zip

Tenant may keep the following pet(s) at the Property.

- a. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____
- b. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____
- c. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____

- 1. 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.
- 3. 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.
- 7. 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 Date Lessor's Initials Date

**ASSIGNMENT OF LEASE
OR RENTAL AGREEMENT**

This Assignment of Lease or Rental Agreement is dated _____ between _____ 1
_____ (“Assignor”), 2
Assignor Assignor
and _____ (“Assignee”) 3
Assignee Assignee
for the “Property” commonly known as _____ 4
Address
_____ 5
City 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 _____ (the “Purchase 7
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 _____, (as 10
“Tenant”) (the “Lease”). Assignee agrees to assume the Lease and timely perform and 11
discharge all obligations of Assignor under the Lease. 12

2. **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

3. **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

4. **Tenant Deposits.** Any Tenant deposits under the Lease shall be transferred by Assignor to 19
Assignee as required by RCW 59.18.270. 20

5. **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

Assignor Date

Assignor Date

Assignee Date

Assignee Date

OPTION TO BUY REAL ESTATE
(Continued)

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
title. 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

_____	Date	_____	Date	67
Buyer		Seller		
_____	Date	_____	Date	68
Buyer		Seller		
_____		_____		69
Selling Firm		Listing Firm		
_____		_____		70
Selling Broker		Listing Broker		

STATE OF WASHINGTON) 71
)ss. 72
COUNTY OF _____) 73

I certify that I know or have satisfactory evidence that _____ 74
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and 75
acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 76

	Dated: _____	77
	Signature: _____	78
	Print Name: _____	79
	Notary Public in and for the State of Washington, Residing at: _____	80 81
	My Appointment Expires: _____	82 83

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON) 84
)ss. 85
COUNTY OF _____) 86

I certify that I know or have satisfactory evidence that _____ 87
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and 88
acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 89

	Dated: _____	90
	Signature: _____	91
	Print Name: _____	92
	Notary Public in and for the State of Washington, Residing at: _____	93 94
	My Appointment Expires: _____	95 96

(Use this space for notary stamp/seal.)

RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

On _____, the undersigned received earnest money from Buyer in the amount 5
of \$ _____ by personal check cashier's checks promissory note cash 6
 other (_____). 7

Print Name 8

Firm (Company) 9

Signature 10

Selling Broker 11

Closing Agent 12

Other _____ 13

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following receipt, regardless of the terms of the Purchase and Sale Agreement. 14
15

NOTICE OF TERMINATION OF AGREEMENT FOR FAILURE TO PAY EARNEST MONEY

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

Notice 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

Seller Date Seller Date 7

**FAILURE TO CLOSE
NOTICE OF TERMINATION BY SELLER – SELLER TO KEEP EARNEST MONEY**

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

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 8

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____
Address City County State Zip
5. **Included Items:** stoves/ranges; refrigerators; washers; dryers; dishwashers; hot tubs; wood stoves; fireplace inserts; satellite dishes; security systems; attached television(s); attached speaker(s); microwaves; generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. **Title Insurance Company:** _____
10. **Closing Agent:** _____
Company Individual (optional)
11. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
15. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
16. **Addenda:** _____

Buyer's Signature _____ Date _____

Buyer's Signature _____ Date _____

Buyer's Address _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Selling Firm _____ MLS Office No. _____

Selling Broker (Print) _____ MLS LAG No. _____

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

Selling Firm Document E-mail Address _____

Selling Broker's E-mail Address _____

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Seller's Signature _____ Date _____

Seller's Signature _____ Date _____

Seller's Address _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Seller's E-mail Address _____

Listing Firm _____ MLS Office No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

Listing Firm Document E-mail Address _____

Listing Broker's E-mail Address _____

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

MULTI-FAMILY REAL ESTATE 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.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 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 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 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 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 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above Included Items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment,

**MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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

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

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

h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

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

Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 121 122
- j. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 123 124 125 126 127
- k. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 128 129 130 131 132 133 134 135
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 136 137 138 139 140 141
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 142 143 144 145 146 147 148 149 150 151 152 153
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 154 155 156 157
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 158 159 160
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 161 162
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 163 164
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 165 166 167 168
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 169 170 171 172
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 173 174 175 176
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. 177 178 179

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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 office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 180 181 182
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 183 184
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 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." 185 186 187 188 189 190 191 192 193
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 194 195 196 197 198 199 200
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 201 202 203
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204 205 206 207
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225
- y. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within ten (10) days of either receipt of the above documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. 226 227 228 229 230 231 232 233 234 235 236 237 238

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

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MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND)

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____

2. **Buyer:** _____
Buyer Buyer Status

3. **Seller:** _____
Seller Seller

4. **Manufactured Home:** Manufacturer: _____ Serial No.: _____
Year: _____ Space No.: _____ Tax Parcel No(s): _____

Address City County State Zip

Base Lease Terms: (check only one) lease month to month Monthly Rent: \$ _____

The Manufactured Home together with the Lease/Rental Agreement are referred to as the "Property."

5. **Included Items:** existing expansion and/or add-on; stove/range; refrigerator; washer; dryer; dishwasher;
 satellite dish; wood stove; fireplace insert; security system; hot tub; attached television(s); attached
speaker(s); microwave; generator; other _____

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

7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)

8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies

9. **Closing Agent:** _____
Company Individual (optional)

10. **Closing Date:** _____; **Possession Date:** on Closing; Other _____

11. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived

12. **Buyer Review of Rules/Regulations:** Waived; Contingent on Buyer's disapproval _____ days after receipt of
mobile home park rules and regulations

13. **Lease/Rental Agreement Contingency:** Contingent on Buyer's disapproval _____ days after mutual acceptance

14. **Approval of Buyer:** Contingent on mobile home park's approval of Buyers within _____ days after mutual acceptance

15. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties

16. **Addenda:** _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Address _____

Seller's Address _____

City, State, Zip _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Seller's E-mail Address _____

Selling Firm _____ MLS Office No. _____

Listing Firm _____ MLS Office No. _____

Selling Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Selling Firm Document E-mail Address _____

Listing Firm Document E-mail Address _____

Selling Broker's E-mail Address _____

Listing Broker's E-mail Address _____

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Listing Broker DOL License 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.

b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 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 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 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 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 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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

d. Condition of Title to Manufactured Home. Title to the Manufactured Home has not been eliminated and the Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at closing by a 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 obligation or security interest. If applicable, Seller shall convey the vehicle title to the Manufactured Home to Buyer.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials 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 plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

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

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, and lienable homeowner's association dues shall be prorated as of Closing. If any payments are delinquent on encumbrances on the Manufactured Home which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due to, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing.

g. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

h. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

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

i. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday,

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

**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 next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. Time is of the essence of this Agreement.

- j. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- k. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- l. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- m. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- n. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- o. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest 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 shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- q. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties as dual agents then both Buyer and Seller confirm their consent to that 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 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

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

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**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 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 165 166 167
- t. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 168 169 170 171
- u. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191
- v. **Park Rules and Regulations Contingency.** Unless waived in Specific Term No. 12, this Agreement is contingent on Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of disapproval by the date specified in Specific Term No. 12. 192 193 194 195
- w. **Assumption of Lease/Rental Agreement Contingency.** This Agreement is contingent on Buyer's ability to assume the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer shall assume the Lease/Rental Agreement for the Property. 196 197 198 199 200
- x. **Approval of Buyer.** This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile home park disapproved of Buyer. 201 202 203
- y. **Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes are subject to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204 205 206 207 208 209 210 211

VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____
Address City County State Zip
5. **Purchase Price:** \$ _____ Dollars
6. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
7. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
8. **Title Insurance Company:** _____
9. **Closing Agent:** _____
Company Individual (optional)
10. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
11. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
12. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
13. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
14. **Subdivision:** The Property: must be subdivided before _____; is not required to be subdivided
15. **Feasibility Contingency Expiration Date:** _____ days after mutual acceptance; Other _____
16. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties

7. **Addenda:** _____

Buyer's Signature _____ Date _____
Buyer's Signature _____ Date _____
Buyer's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Buyer's E-mail Address _____
Selling Firm _____ MLS Office No. _____
Selling Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Selling Firm Document E-mail Address _____
Selling Broker's E-mail Address _____
Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Seller's Signature _____ Date _____
Seller's Signature _____ Date _____
Seller's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Seller's E-mail Address _____
Listing Firm _____ MLS Office No. _____
Listing Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Listing Firm Document E-mail Address _____
Listing Broker's E-mail Address _____
Listing Broker DOL License No. _____ Listing Firm DOL License No. _____

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**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.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 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 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 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 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 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 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 cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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

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VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. 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. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 60-69
- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 70-76
- g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 77-88
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12. 89-92
- h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 93-97
- i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 98-102
- j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 103-110

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 111-116

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

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**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the 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 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 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."

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

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 172-179
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 180-197
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 198-199
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 200-203
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204-207
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 208-225

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

**CONDOMINIUM PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS**

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Tax Parcel No(s): _____ **Unit No.:** _____
 Residential Condominium: _____ **Parking No.:** _____ **Storage No.:** _____

Address City County State Zip
- Declaration Recording No.: _____; Declaration Recording No. attached as Exhibit A
 Declaration Recording No. Not Available, attach NWMLS Form 29
5. **Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; security system; satellite dish;
 wood stove; fireplace insert; hot tub; attached television(s); attached speaker(s); microwave;
 generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. **Title Insurance Company:** _____
10. **Closing Agent:** _____
Company Individual (optional)
11. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
15. **New Construction or Conversion:** is (attach NWMLS Form 29); is not
16. **Public Offering Statement or Resale Certificate** (whichever is applicable): received _____; deliver to Buyer _____ days after mutual acceptance.
17. **Condominium Assessment:** \$ _____ per month and Deposit equal to _____ month's assessment at Closing
18. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
 Listing Broker represents: Seller; both parties
19. **Addenda:** _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Address _____

Seller's Address _____

City, State, Zip _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Seller's E-mail Address _____

Selling Firm _____ MLS Office No. _____

Listing Firm _____ MLS Office No. _____

Selling Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Selling Firm Document E-mail Address _____

Listing Firm Document E-mail Address _____

Selling Broker's E-mail Address _____

Listing Broker's E-mail Address _____

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

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

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**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.

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by 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 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 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 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 Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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

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

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be

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

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**CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions
consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as

Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be
refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated.
Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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

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

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

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

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

i. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms)
to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else
related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and
others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and
copies of documents concerning this sale.

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S.
income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent)
under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing
Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from
FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

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

**CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- k. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

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

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**CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 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." 179-186
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 188-194
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 195-197
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 198-201
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that only may be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 202-220
- y. **Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 221-227
- z. **Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively 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. 228-232
- aa. **Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 17, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 17 is required to be paid by Buyer at Closing. 233-235

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

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CONDOMINIUM RESALE CERTIFICATE

Unit No. _____ 1
In the: _____ Condominium 2
Buyer: _____ Buyer _____ 3

Instructions: This form or a statutory equivalent must be prepared by the association, its officer, or its authorized agent. It cannot be prepared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer and unit owner must sign this certificate. If there is insufficient space below to fully answer any question, or there is additional information which would affect any answer, the preparer should include this in Section 17 (Remarks). 4 5 6 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 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 purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first. 8 9 10 11

The information furnished is based on the books and records of the association and the actual knowledge of the preparer. Neither the association nor the preparer warrants the accuracy of this information, and neither assumes any obligation to update it. 12 13

1. **RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION.** There is; is not a right of first refusal or other restraint on sale of the unit. If there is, it is set forth: in section(s) _____ of the attached declaration; or other (describe): 14 15 16 17 18

2. **ASSESSMENT** 19
(a) The current monthly common expense assessment for the unit is \$ _____ 20
(b) Past due and unpaid monthly common expense assessments against the unit total \$ _____ 21
(c) There are special assessments levied against the unit totaling \$ _____, of which \$ _____ is past due, and the balance is payable per month other (describe): 22 23

(d) In addition to the monthly and special assessments in 2b & c above, \$ _____ is past due and unpaid against the unit for (describe): 24 25 26 27 28 29 30

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: none; totaling \$ _____ 31 32 33

4. **DELINQUENT ASSOCIATION OBLIGATIONS.** As of _____ (must be a date within the past 45 days) there are bills or other obligations of the _____ association which are past due over 30 days, as follows: none; totaling \$ _____ 34 35 36

5. **FEES.** The following fees are payable by unit owners: fines for violation of rules; late payments; move-in; resale certificate; record copying; parking; storage; rental of units; use of common facilities (describe): 37 38

Other: (describe): 39 40 41

Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____ Seller's Initials _____ Date _____ 42 43

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CONDOMINIUM RESALE CERTIFICATE
Continued

- 6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.** 44
- (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. 45
46
If there are, the amount is \$ _____ 47
- (b) The association has cash reserves for repairs and/or replacements, as follows: 48
 none; \$ _____. If a dollar amount is filled in, then none; \$ _____ 49
of those reserves has been designated by the association for the following projects (describe): 50
51
52
- 7. JUDGMENTS AND SUITS.** There are unsatisfied judgments against the Association, as follows: 53
 none; totaling \$ _____ 54
- 8. PENDING SUITS.** There are pending suits or legal proceedings in which the association is a party: none; as follows 55
(state parties, nature of the suit(s), amounts claimed, and the status of the suit): 56
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58
- 9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION.** There are; are not any alterations or 59
improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are, 60
please describe: 61
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63
- 10. DECLARANT UNITS/OCCUPANCY.** 64
- (a) There are _____ units in the association that are owned by the declarant/developer. 65
- (b) The declarant/developer transferred control of the association to the unit owners on _____; 66
 has not transferred control of the association. 67
- (c) Of the total number of units in the association, _____ are principal residences of the owners; _____ 68
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 are, 70
the owners' names and the number of units they own are: 71
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- 11. CODE VIOLATIONS.** The unit, the limited common elements assigned to the unit, or any other portion of the condominium 75
 do; do not violate health or building codes. If there are any violations, please describe: 76
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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CONDOMINIUM RESALE CERTIFICATE

Continued

12. LEASES.	80
(a) The title of the unit is held in <input type="checkbox"/> fee simple; <input type="checkbox"/> leasehold.	81
(b) There <input type="checkbox"/> is; <input type="checkbox"/> is not any leasehold estate affecting the association. If there is, please describe (including any extension or renewal provisions thereof):	82 83 84 85 86
13. FINANCING APPROVAL. The condominium has been approved for financing by (check as appropriate): <input type="checkbox"/> FNMA; <input type="checkbox"/> FHLMC; <input type="checkbox"/> VA; <input type="checkbox"/> FHA.	87 88
14. INSURANCE.	89
(a) The insurance agent for the association's master policy is:	90
Name: _____	91
Address: _____	92
Phone: _____	93
(b) Describe any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.).	94 95 96 97
15. WARRANTIES AND WARRANTY CLAIMS.	98
(a) The units <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	99
(b) The common elements <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	100
(c) Claims <input type="checkbox"/> have; <input type="checkbox"/> have not been made under the warranty. If claims have been made, for each, please describe:	101
(i) The type of claim that was made;	102
(ii) The resolution of the claim;	103
(iii) The type of repair performed;	104
(iv) The date of the repair;	105
(v) The cost of the repair; and	106
(vi) The name of the person or entity who performed the repair.	107
16. EXHIBITS. The following exhibits must be attached:	108
(a) Condominium declaration, and any amendments thereto, showing recording numbers.	109
(b) Condominium bylaws, and any amendments thereto.	110
(c) Condominium rules and regulations, and any amendments thereto.	111
(d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.	112 113
(e) A balance sheet and revenue and expense statement of the association, prepared on an accrual basis, which shall be current to within 120 days.	114 115
(f) Current operating budget of the association.	116
(g) Association current reserve study. Check the box that applies:	117
(i) <input type="checkbox"/> The association's current reserve study is attached.	118
(ii) <input type="checkbox"/> 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

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

CONDOMINIUM RESALE CERTIFICATE
Continued

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

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Date: _____ 145

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. 146
147
148

_____ Association By _____ Preparer 149

I certify under penalty of perjury that, to the best of my knowledge and belief, the foregoing is true and correct. 150

_____ Unit Owner/Seller 151

Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns. 152
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I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 155

_____ Buyer _____ Date _____ Buyer _____ Date _____

NWMLS "SPEAK-UP"

- Suggestion is for: 1
- Discover Website 2
- Matrix 3
- Forms 4
- Xpress Forms 5
- NW Reporter 6
- Other: _____ 7
- 8

Date: _____

Suggestion: 9
10
11
12
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14

Specific Example(s) – often helps to clarify: 15
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19
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Broker Name: _____ 21
NWMLS Office #: _____ 22
Office Phone#: _____ 23
Email Address: _____ 24

Thank you for your participation; letting us know ways we can serve you better!

NWMLS

11430 NE 120th Street • Kirkland, WA 98034 • Fax: 425-821-3705 or 1-888-821-3705

Please return this form to NWMLS

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