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PSA Transaction Forms Cheat Sheet

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

- _____ Law of Real Estate Agency Pamphlet
- _____ Form 21 – Residential Purchase & Sale Agreement
- _____ *Exhibit A – Legal Description
- _____ Form 89 – Earnest Money Receipt
- _____ Form 22A – Financing Addendum (unless cash or seller financed transaction in which case use Form 22C)
- _____ Form 22D – Optional Clauses Addendum
- _____ *Form 22E – FIRPTA Certification
- _____ Form 22EF – Evidence of Funds Addendum
- _____ *Form 22K – Identification of Utilities Addendum (unless waived in paragraph 15 of PSA Form 21)
- _____ Form 22T – Title Contingency Addendum
- _____ Form 22VV – Homeowner Insurance Addendum
- _____ Form 35 – Inspection Addendum to PSA Form 21
- _____ Form 41D – Inspector Referral Disclosure (if applicable)
- _____ *SAR-SA - Spokane Addendum
- _____ SAR-BR - Spokane Buyer Representation Agreement
- _____ *Form 17 – Seller Disclosure Statement (have buyer sign seller’s disclosure upon receipt)
- _____ *Wire Fraud Alert
- _____ *Rules of Engagement

If applicable also add:

- _____ Form 22AD – Increased Down Payment for Low Appraisal
- _____ Form 22B – Buyer’s Home Contingency Addendum (if sale will be contingent upon buyer selling home)
- _____ Form 22C – Seller Financing Addendum
- _____ Form 22CIC – Common Interest Community
- _____ Form 22F – For Your Protection: “Get a Home Inspection” (if buyer is securing FHA financing)
- _____ Lead Paint Hazards Pamphlet (give to buyer if house was built prior to 1978)
- _____ *Form 22J – Disclosure of Information on Lead Based Paint and Hazards (get from listing agent with seller’s disclosures if house was built prior to 1978)

- house was built prior to 1978)
- _____ Form 22LA – Land & Acreage Addendum
 - _____ 22MH – Manufactured Home Addendum
 - _____ Form 22Q – Buyer’s Pending Sale of Property Contingency Addendum (if sale will be contingent upon the buyer closing the sale of their home)
 - _____ Form 22R – Well Addendum
 - _____ Form 22S – Septic Addendum
 - _____ Form 22SS – Short Sale Addendum to Purchase & Sale Agreement
 - _____ Form 26 & 26A – Presale Addenda
 - _____ Form 31 – Earnest Money Promissory Note
 - _____ Form 33 – Cooperative Apartment Addendum
 - _____ Form 35E – Escalation Addendum
 - _____ Form 35F – Feasibility Contingency Addendum (could use, but might want to use Spokane Land & Acreage Addendum if feasibility is on land transaction)
 - _____ Form 35N – Neighborhood Review Contingency Addendum (to be used if Form 35 – Inspection Addendum to PSA is not being used – e.g., buyer is not having home inspection, but wants to check out the neighborhood)
 - _____ Form 38A – “Back-Up” Addendum to PSA (if buyer’s agreement will be in back-up position)
 - _____ Form 39 – Second Buyer’s Addendum (use in conjunction with acceptance of bump offer)
 - _____ Form 65A – Rental Agreement (Buyer Occupancy Prior to Closing)
 - _____ Form 65B – Rental Agreement (Seller Occupancy After Closing)

In dealing with counteroffers:

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

Alternative property types (different PSA’s):

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

Construction/Conversion Addendum
_____ Form 27 – Condominium Resale Certificate

Lease &/or option transactions:

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

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

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

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

- _____ 90 – Blank Notice
- _____ 90A – Notice of Rescission of Agreement Pursuant to RCW 64.06 (Forms 17, 17C, 17 Commercial)
- _____ 90B – Notice of Termination for Failure to Pay Earnest Money
- _____ 90C – Failure to Close - Notice of Termination by Buyer
- _____ 90D – Failure to Close - Notice of Termination by Seller –

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

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

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



THE LAW OF REAL ESTATE AGENCY



This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

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

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

SECTION 1:

DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2: RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

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

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

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

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

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

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

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

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

SECTION 3: DUTIES OF A BROKER GENERALLY.

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

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

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

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

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

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

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

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

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent **investigation** of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

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

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

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

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

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

SECTION 4:

DUTIES OF A SELLER'S AGENT.

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

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

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

SECTION 5:

DUTIES OF A BUYER'S AGENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6:

DUTIES OF A DUAL AGENT.

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

adverse or detrimental to the seller or create a conflict of interest.

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

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

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

SECTION 7: DURATION OF AGENCY RELATIONSHIP.

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

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

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

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

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

(b) Not disclosing confidential information.

SECTION 8: COMPENSATION.

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

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

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

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

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

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

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

SECTION 9: VICARIOUS LIABILITY.

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

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

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

SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.

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

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

SECTION 11: INTERPRETATION.

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

SECTION 12: SHORT SALE.

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

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RCW 18.86.120



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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BUYER REPRESENTATION AGREEMENT

This Buyer Representation Agreement ("Agreement") is entered _____ between _____ ("Firm") and _____ ("Buyer").

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

2. Agency Relation Created. Buyer agrees _____ ("Buyer's Broker"), who is/are affiliated with Firm will represent Buyer. The Supervisory Broker(s) for Buyer's Broker(s) is/are _____ (none if not filled in). Buyer also authorizes Firm to appoint other brokers to represent Buyer, with follow up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Broker, Buyer's Broker(s), and any Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such additional brokers will only be representing Buyer during the period of any such appointment.

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

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

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

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

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

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

- a. Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant
\$ _____ or _____ % of the purchase price (the published selling office commission if not filled in).
- b. Properties not listed with a multiple listing service, or on presale/custom structure when builder is introduced to Buyer by a broker affiliated with Firm \$ _____ or _____ % of the purchase price.
- c. Lease/lease option/rental _____
- d. Upon exercising option _____

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

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



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

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

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

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

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

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

"Firm's Broker" and/or "Buyer's Broker":

"Buyer":

Date

Date

Date

Date

Disclosure of Commission/Compensation in a Transaction Differing from Minimum Agreed Amount:

If the selling side commission/compensation in a transaction Buyer has entered is different than the applicable amount stated in paragraph 6, items a. through d., the selling side commission/compensation amount to be received by Firm is \$ _____ or _____% of the purchase price.

If Firm's Broker is a dual agent (i.e. in an "in-house" transaction") or if Buyer's Broker is a dual agent in a transaction Buyer has entered, then the total amount to be received by Firm, including Buyer's Broker (total of both listing and selling side commission/compensation amounts), will be \$ _____ or _____% of the purchase price.

Buyer's Broker:

Firm's Broker:

Date

Date

Receipt of Disclosure of Agreed Commission:

Buyer's Initials Date Buyer's Initials Date



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



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



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

Broker's Name

Broker's Phone

Escrow Officer's Name

Escrow Officer's Phone

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

Sign

Date



CALL BEFORE YOU WIRE

Beware of the following scam:

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

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

See also Form 17C - SDS Unimproved Property + 17Comm - Commercial

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER:

Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT _____, CITY _____,

STATE _____, ZIP _____, COUNTY _____ ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS/ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- | | YES | NO | DON'T KNOW | N/A |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. TITLE | | | | |
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

YES NO DON'T KNOW N/A 52

- *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? 53
54
55
 - *J. Is there a boundary survey for the property? 56
 - *K. Are there any covenants, conditions, or restrictions recorded against the property? 57
- PLEASE NOTE:** Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224. 58
59
60
61

2. WATER 62

A. Household Water 63

- (1) The source of water for the property is: Private or publicly owned water system 64
 Private well serving only the subject property * Other water system 65
 *If shared, are there any written agreements? 66
- *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? 67
68
- *(3) Are there any problems or repairs needed? 69
- (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. 70
 If no, please explain: _____ 71
- *(5) Are there any water treatment systems for the property? 72
 If yes, are they: Leased Owned 73
- *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? 74
75
 (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? 76
 *(b) If yes, has all or any portion of the water right not been used for five or more successive years? 77
- *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? 78

B. Irrigation Water 79

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? 80
81
 *(a) If yes, has all or any portion of the water right not been used for five or more successive years? 82
83
 *(b) If so, is the certificate available? (If yes, please attach a copy.) 84
 *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... 85
- *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? 86
 If so, please identify the entity that supplies water to the property: _____ 87
 _____ 88

C. Outdoor Sprinkler System 89

- (1) Is there an outdoor sprinkler system for the property? 90
- *(2) If yes, are there any defects in the system? 91
- *(3) If yes, is the sprinkler system connected to irrigation water? 92

3. SEWER/ON-SITE SEWAGE SYSTEM 93

- A. The property is served by: 94
 Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 95
 Other disposal system 96
 Please describe: _____ 97

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? _____					106
					107
* (3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
(4) When was it last inspected? _____			<input type="checkbox"/>	<input type="checkbox"/>	109
By whom: _____					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____					113
					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
If no, please explain: _____					117
					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	119
					120

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

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
* (1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
* (2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
					129
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: _____					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed?					144
_____					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	149
5. SYSTEMS AND FIXTURES					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*C. Are any of the following kinds of wood burning appliances present at the property?					168
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
F. Is the property equipped with smoke detection devices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					180
					181
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					182
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					184
					185
					186
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					188
<input type="checkbox"/> Other: _____					189
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	191
					192
					193
7. ENVIRONMENTAL					194
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195
					196
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
					199
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	200
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201
					202
					203
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	205
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					211
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					214
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					215
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					216
B. Records and reports available to the Seller (check one below):					217
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					218
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					219
					220
					221
					222
9. MANUFACTURED AND MOBILE HOMES					223
If the property includes a manufactured or mobile home,					224
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
If yes, please describe the alterations: _____					226
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
10. FULL DISCLOSURE BY SELLERS					229
A. Other conditions or defects:					230
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231
					232
B. Verification					233
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					234
					235
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					237
					238
_____ Seller	_____ Date	_____ Seller	_____ Date		239

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

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING/WORKING FOREST

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer Date Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

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RESIDENTIAL 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:** stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave;
 generator; other _____
- 6. **Purchase Price:** \$ _____ Dollars
- 7. **Earnest Money:** \$ _____ Check; Note; Wire; Other _____
 Delivery Date _____ days after mutual acceptance; to be held by Buyer Brokerage 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:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
 Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- 16. **Addenda:** _____

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Address _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

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

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Address _____

City, State, Zip _____

Seller Phone No. _____ Fax No. _____

Seller E-mail Address _____

Listing Brokerage Firm _____ MLS Office No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

Firm Document E-mail Address _____

Listing Broker E-mail Address _____

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

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RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$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; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

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

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



RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys 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's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

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

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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

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

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 167 168 169
- 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: 170 171
 - 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. 172 173
 - 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. 174 175 176 177
- 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. 178 179 180 181 182
- 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. 183 184 185 186
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 187 188 189 190 191 192
- 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. 193 194 195
- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer 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 Buyer 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." 196 197 198 199 200 201 202 203 204
- 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 Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 205 206 207 208 209 210 211 212
- 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. 213 214 215
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 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. 216 217 218 219

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether 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, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

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Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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**FINANCING ADDENDUM TO
 PURCHASE & SALE AGREEMENT**

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

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"): Conventional First; Conventional Second; Bridge; VA; FHA; USDA; Home Equity Line of Credit; Other _____ (the "Financing Contingency"). Buyer shall pay \$ _____; or _____ % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date. 6-15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same. 16-24

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 25

- a. **Seller's Notice to Perform.** 26
 - i. **Notice to Perform.** At any time _____ days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 27-30
 - ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 31-34
 - iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 35-36
- b. **Automatic Waiver of Financing Contingency.** 37
 - i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written confirmation from Buyer's lender as required by Paragraph 4. 38-41
 - ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 42-43

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

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**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

- 3. LOAN COST PROVISIONS.** Seller shall pay up to \$ _____; or _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).
- 4. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
- 5. APPRAISAL LESS THAN SALE PRICE.**
- a. Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.
- b. Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
 - ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
 - iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
 - iv. Seller's rejection of Buyer's notice of low appraisal.
- If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.
- c. Buyer's Reply.**
- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

- 6. INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94
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- 7. FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97
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- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105
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- 8. VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108
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- 9. EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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**LOAN/LENDER CHANGE 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

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

SELLER'S CONSENT TO CHANGE TYPE OF LOAN. 8
Seller consents to Buyer changing the type of loan from _____ (the type of loan 9
agreed upon in Form 22A) to _____. Buyer shall make application for 10
this new loan within _____ days (3 days if not filled in) after receiving Seller's consent. If Buyer does not timely 11
apply, Buyer waives the Financing Contingency, including Paragraph 7 (Appraisal Less Than Sales Price). 12

SELLER'S CONSENT TO CHANGE LENDER. 13
Seller consents to Buyer changing the lender from _____ (the lender to whom 14
Buyer originally applied during the time period for making the application) to _____. 15
Buyer shall make application with this new lender within _____ days (3 days if not filled in) after receiving 16
Seller's consent. If Buyer does not timely apply, Buyer waives the Financing Contingency, including Paragraph 7 17
(Appraisal Less Than Sales Price). 18

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

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

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

1. **FINANCING ADDENDUM (FORM 22A).** This Increased Down Payment for Low Appraisal Addendum 5
 supersedes the "Appraisal Less Than Sale Price" provision in the Financing Addendum (Form 22A) as follows: 6

- a. **Additional Down Payment.** If Buyer's lender's appraised value of the Property is less than the Purchase 7
 Price, Buyer shall pay additional funds up to \$ _____ ("Buyer's Additional Funds") 8
 towards Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close 9
 this sale in accordance with this Addendum. 10
- b. **Buyer's Notice to Seller.** If Buyer becomes aware that the sum of (a) lender's appraised value and 11
 (b) Buyer's Additional Funds is less than the Purchase Price, Buyer may deliver written notice to Seller of 12
 that fact, including a copy of the lender's appraisal, within _____ days (3 days if not filled in). If Buyer 13
 waives Paragraph 5 (Appraisal Less Than Sales Price) in the Financing Addendum (Form 22A), Buyer shall 14
 be obligated to purchase the Property for the Purchase Price and may not give notice under this 15
 Paragraph 1(b). 16
- c. **Seller's Right to Reduce Price or Terminate.** If Seller receives the above notice from Buyer, Seller shall 17
 deliver notice to Buyer within _____ days (3 days if not filled in): (a) reducing the Purchase Price to an 18
 amount equal to lender's appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, 19
 in which case the Earnest Money shall be refunded to Buyer. If Seller fails to timely respond, the Agreement 20
 shall terminate and the Earnest Money shall be refunded to Buyer. 21

2. **APPRAISAL ADDENDUM (FORM 22AA).** This Increased Down Payment for Low Appraisal Addendum 22
 modifies the Appraisal Addendum (Form 22AA) as follows: 23

- a. **Disclosure of Contingent Funds.** Buyer is relying on a loan or loans (the "Loan(s)") to purchase the 24
 Property, but this Agreement is not contingent on Buyer obtaining the Loan(s). Buyer shall pay 25
 \$ _____; or _____ % of the Purchase price down, in addition to the Loan(s). 26
- b. **Additional Down Payment.** If Buyer's appraised value of the Property is less than the Purchase Price, 27
 Buyer shall pay additional funds up to \$ _____ ("Buyer's Additional Funds") towards 28
 Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close this 29
 sale in accordance with this Addendum. Buyer may not terminate the Agreement if (a) Buyer's appraised 30
 value and (b) Buyer's Additional Funds are equal to or greater than the Purchase Price. 31
- c. **Buyer's Notice to Seller.** If Buyer becomes aware that the sum of (a) Buyer's appraised value and 32
 (b) Buyer's Additional Funds is less than the Purchase Price, Buyer may deliver written notice to Seller of 33
 that fact, including a copy of the appraisal, within _____ days (3 days if not filled in). If Buyer waives 34
 the appraisal contingency in the Appraisal Addendum (Form 22AA), Buyer shall be obligated to purchase 35
 the Property for the Purchase Price and may not give notice under this Paragraph 2(c). 36
- d. **Seller's Right to Reduce Price or Terminate.** If Seller receives the above notice from Buyer, Seller shall 37
 deliver notice to Buyer within _____ days (3 days if not filled in): (a) reducing the Purchase Price 38
 to an amount equal to the appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, 39
 in which case the Earnest Money shall be refunded to Buyer. If Seller fails to timely respond, the 40
 Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 41

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

NOTICE FOR INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM

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

BUYER'S NOTICE: 5

Buyer gives notice that the sum of (a) the appraised value and (b) Buyer's Additional Funds in the Increased Down 6
Payment for Low Appraisal Addendum to Purchase and Sale Agreement (Form 22AD) is 7
\$ _____, which is an amount less than the Purchase Price. 8

Buyer Date Buyer Date 9
10

SELLER'S RESPONSE: 11

CONSENT TO REDUCTION IN PURCHASE PRICE. Seller consents to reduce the Purchase Price to 12
\$ _____ (an amount equal to the appraised value plus Buyer's Additional Funds). *A consent 13
to the reduction in Purchase Price is not a notice and must be signed by each Seller. 14

NOTICE OF TERMINATION. Seller gives notice that Seller rejects Buyer's notice and elects to terminate the 15
Agreement. Seller instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 16

Seller Date Seller Date 17
18

NOTICE OF LOW APPRAISAL

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

BUYER'S NOTICE OF LOW APPRAISAL: 5

Buyer gives notice that Buyer's lender's appraised value of the Property is less than the Purchase Price. A copy 6
 of lender's appraisal is attached to this notice. 7

_____ 8
Buyer Date Buyer Date 9

SELLER'S RESPONSE: 10

NOTICE OF REAPPRAISAL/RECONSIDERATION OF VALUE. Seller gives notice that a reappraisal or 11
 reconsideration of value has been completed in an amount not less than the Purchase Price. Buyer shall 12
 promptly seek lender's approval of the reappraisal/reconsideration of value. 13

CONSENT TO REDUCTION IN PURCHASE PRICE. Seller consents to reduce the Purchase Price to 14
 \$_____ (an amount not more than the amount specified in the appraisal or reappraisal by the 15
 original appraiser, or an appraisal by another appraiser acceptable to Buyer's lender, whichever is higher). *A 16
 consent to the reduction in Purchase Price is not a notice and must be signed by each Seller. 17

PROPOSAL TO REDUCE PURCHASE PRICE. Seller proposes to reduce the Purchase Price to 18
 \$_____ (an amount more than the appraised value of the Property). *A proposal to reduce the 19
 Purchase Price is not a notice and must be signed by each Seller. 20

NOTICE OF REJECTION OF LOW APPRAISAL. Seller gives notice that Seller rejects Buyer's notice of low 21
 appraisal and (1) will not cause a reappraisal or reconsideration of value to be completed; (2) does not consent 22
 to a reduction of the Purchase Price; and (3) does not propose to reduce the Purchase Price. 23

_____ 24
Seller Date Seller Date 25

BUYER'S REPLY: 26

NOTICE OF TERMINATION. Buyer gives notice that Buyer elects to terminate this Agreement. The Earnest 27
 Money shall be refunded to Buyer. 28

NOTICE OF WAIVER OF FINANCING CONTINGENCY. Buyer waives the financing contingency in the 29
 Financing Addendum (Form 22A). 30

ACCEPTANCE OF REDUCED PURCHASE PRICE. Buyer accepts Seller's proposal to reduce the Purchase 31
 Price to an amount more than the appraised value of the Property pursuant to Paragraph 7(b)(iii) in the 32
 Financing Addendum (Form 22A). Buyer represents that Buyer has sufficient funds to close the sale under 33
 these terms. *Buyer's acceptance of Seller's proposal to reduce the purchase price is not a notice and must be 34
 signed by each Buyer. 35

BUYER'S OPTION - FHA/VA/USDA. Seller consented to reduce the Purchase Price to an amount not more 36
 than the appraised value of the Property pursuant to Paragraph 7(b)(ii) in the Financing Addendum (Form 22A). 37
 Buyer is obtaining FHA, VA, or USDA financing and gives notice that Buyer will close at the reduced price. 38
 *Buyer's notice that Buyer will close at the reduced price must be signed by each Buyer. 39

_____ 40
Buyer Date Buyer Date 41

FINANCING CONTINGENCY NOTICE

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 notices are for use with the Financing Addendum (Form 22A): 5

SELLER'S NOTICE TO PERFORM. 6

Seller requests that Buyer waive the Financing Contingency as provided in Paragraph 2(a) of Form 22A. If Buyer 7
does not earlier waive the Financing Contingency, Seller may terminate this Agreement any time 3 days after 8
delivery of this notice. 9

Seller Date Seller Date 10

SELLER'S NOTICE OF TERMINATION. 11

Seller provided the above Notice to Perform to Buyer at least 3 days prior to the delivery of this notice. Buyer has 12
not previously waived the Financing Contingency and therefore, Seller gives notice that Seller elects to terminate 13
this Agreement. Seller instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 14

Seller Date Seller Date 15

BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY. 16

Buyer waives the Financing Contingency set forth in Form 22A. 17

Buyer Date Buyer Date 18

LIMITED WAIVER OF FINANCING CONTINGENCY ADDENDUM

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. **WAIVER OF FINANCING CONTINGENCY.** Buyer waives the financing contingency set forth in the Financing Addendum (Form 22A). 5
6
2. **APPRAISAL LESS THAN SALES PRICE.** Paragraph 7 of the Financing Addendum (Appraisal Less Than Sales Price) survives Buyer's waiver of the financing contingency. 7
8
3. **NO RIGHT OF TERMINATION.** Seller may not terminate the Agreement under Paragraph 3 of the Financing Addendum (Seller's Right to Terminate). 9
10

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

35

BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY

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

between _____ ("Buyer") 2
Buyer Buyer

and _____ ("Seller") 3
Seller Seller

concerning _____ (the "Property"). 4
Address City State Zip

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

Buyer Date Buyer Date 7

BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE)

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

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

Buyer Date Buyer Date 8

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

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

1. CONTINGENT ON SALE OF BUYER'S PROPERTY. This Agreement is contingent on Buyer selling Buyer's 5
property at _____ 6
City of _____, State of _____ (the "Buyer's Property") 7
on or before _____ (if not filled in, 45 days after mutual acceptance of this Agreement) (the 8
"Contingency Period"). Buyer shall list Buyer's Property for sale on a multiple listing service in the area serving the 9
property with a licensed real estate firm within 5 days after mutual acceptance of this Agreement. If Buyer fails to 10
do so, this contingency shall be deemed waived and Paragraph 6(c) shall apply. If Buyer has not sold Buyer's 11
Property or given notice waiving this contingency by the end of the Contingency Period, then this Agreement shall 12
terminate and the Earnest Money shall be refunded to Buyer. For the purposes of this Addendum, the terms "sell," 13
"selling" and "sold" shall mean that Buyer has entered into a valid and enforceable agreement for the purchase 14
and sale of Buyer's Property. 15

2. WHEN SELLER'S CONSENT IS REQUIRED ON SALE OF BUYER'S PROPERTY. Buyer must obtain Seller's 16
written consent before Buyer accepts any offer for the sale of Buyer's Property that: 17
(a) is contingent on the sale or closing of that (second) buyer's property; and/or 18
(b) has a closing date less than 30 or more than 60 days from the date of mutual acceptance of the offer on 19
Buyer's Property. 20

If Buyer accepts any such offer without Seller's prior written consent, Seller shall have three days to terminate this 21
Agreement from Buyer's notice that the contingency is satisfied (which notice shall include a complete copy of the 22
purchase and sale agreement for the sale of Buyer's Property) and, upon Seller's termination, Buyer shall be in 23
default and Seller shall be entitled to remedies as provided for in the Agreement. If Seller does not timely 24
terminate, the Agreement shall not be affected. 25

3. LOAN APPLICATION. If this Agreement is contingent on Buyer obtaining financing pursuant to Form 22A 26
(Financing Addendum), Buyer shall make written application for the Loan(s) (defined in Form 22A) and pay the 27
application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual 28
acceptance of this Agreement, or within _____ days (5 days if not filled in) after Buyer satisfies the 29
contingency in this Addendum (from mutual acceptance if neither box checked). If Buyer is not required to apply 30
for the Loan(s) until after satisfaction of this contingency, the timelines in Form 22A shall not begin until that time. 31
This Paragraph 3 supersedes the requirement for Buyer's loan application in Form 22A. 32

4. PROPERTY REMAINS ON MARKET. Seller may keep the Property on the market in the "Contingent" status until 33
Seller has received notice that Buyer has satisfied or waived this contingency. If prior to that time, Seller accepts 34
another offer, Seller shall give notice to Buyer and shall give Buyer _____ days (5 days if not filled in) or 35
by the expiration of the contingency in Paragraph 1, whichever is earlier (the "Bump Period") to waive or satisfy 36
this contingency. If Buyer does not timely waive or satisfy this contingency, this Agreement shall terminate and 37
the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or 38
similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this 39
contingency also waives all other conditions in this Agreement (including financing or any other contingency). If 40
Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver. 41

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

Continued

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

BUMP RESPONSE

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

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

Buyer's Property Sold – Contingency Satisfied. Buyer has accepted an offer to sell Buyer's Property that is not contingent on the sale or closing of another property and that will close no less than 30 days and no more than 60 days from the date Buyer accepted the offer (or as otherwise consented to by Seller). 7
8
9

For this notice to be effective, Buyer shall attach a copy of the complete purchase and sale agreement for the sale of Buyer's Property. If the sale of Buyer's Property fails to close, Buyer will give notice to Seller within two days, as required by the Buyer's Sale of Property Contingency Addendum (Form 22B). 10
11
12

Buyer's Property Not Sold – Contingency Waived. Buyer has not accepted an offer to sell Buyer's Property; however, Buyer waives the contingency in Buyer's Sale of Property Contingency Addendum (Form 22B). Buyer understands that by waiving this contingency, Buyer waives all other contingencies in the Agreement (including inspection, financing, etc.). 13
14
15
16

Buyer's Property Not Sold – Agreement Terminated. Buyer has not accepted an offer to sell Buyer's Property. The Agreement is terminated and the Earnest Money shall be refunded to Buyer. 17
18

Buyer Date Buyer Date 19

CONTINGENCY PROPERTY NOTICE

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

Buyer's Property Sold – Contingency Satisfied. Buyer has accepted an offer to sell Buyer's Property that is not 5
 contingent on the sale or closing of another property and that will close no less than 30 days and no more than 60 6
 days from the date Buyer accepted the offer (or as otherwise consented to by Seller). 7

For this notice to be effective, Buyer must attach a copy of the complete purchase and sale agreement for the sale 8
 of Buyer's Property. If the sale of Buyer's Property fails to close, Buyer must give notice to Seller within two days, 9
 as required by the Buyer's Sale of Property Contingency Addendum (Form 22B). 10

Failure to Close and Termination. Buyer hereby gives notice that the sale of Buyer's Property has failed or will 11
 fail to close. This Agreement is terminated and the Earnest Money shall be refunded to Buyer. 12

Failure to Close and Reinstatement. Buyer hereby gives notice that the sale of Buyer's Property has failed or 13
 will fail to close. The contingency in Buyer's Sale of Property Contingency Addendum (Form 22B) is reinstated 14
 until the Contingency Period expires. 15

Failure to Close and Waiver. Buyer hereby gives notice that the sale of Buyer's Property has failed or will fail to 16
 close; however, Buyer waives the contingency in Buyer's Sale of Property Contingency Addendum (Form 22B). 17
 Buyer understands that by waiving this contingency, Buyer waives all other contingencies in the Agreement 18
 (including inspection, financing, etc.). 19

Waiver. Buyer has not accepted an offer to sell Buyer's Property; however, Buyer waives the contingency in 20
 Buyer's Sale of Property Contingency Addendum (Form 22B). Buyer understands that by waiving this 21
 contingency, Buyer waives all other contingencies in the Agreement (including inspection, financing, etc.). 22

 Buyer Date Buyer Date 23

Seller's Notice – First Buyer's Contingency Satisfied or Waived. Seller hereby gives notice to Second Buyer 24
 that First Buyer responded to the Bump Notice and satisfied or waived First Buyer's Sale of Property 25
 Contingency. The Second Sale Agreement is terminated and the Earnest Money shall be refunded to Second 26
 Buyer. 27

Seller's Notice – First Buyer Terminated Prior Sale. Seller hereby gives notice to Second Buyer that First 28
 Buyer responded to the Bump Notice by terminating the Prior Sale. The Second Sale Agreement shall proceed to 29
 Closing. 30

 Seller Date Seller Date 31

BUYER'S REQUEST FOR SELLER'S CONSENT – CONTINGENT SALE

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

Buyer's Request. Buyer requests that Seller consent to the following regarding the sale of the Contingency Property: 5

Buyer Date Buyer Date 6

Check the applicable box: 7
 Seller's Notice of Consent-Delayed Closing. Seller hereby gives notice of Seller's consent for Buyer to extend 8
the Closing Date for the sale of the Contingency Property to _____, pursuant to the purchase and sale 9
agreement dated _____. 10

Seller Date Seller Date 11

Seller's Notice of Consent-Second Contingent Sale. Seller hereby gives notice of Seller's consent to the sale 12
of the Contingency Property pursuant to the purchase and sale agreement dated _____, which is 13
contingent upon the sale of that buyer's property. 14

Seller Date Seller Date 15

Seller's Notice of Consent-Pending Sale. Seller hereby gives notice of Seller's consent to the sale of the 16
Contingency Property pursuant to the purchase and sale agreement dated _____, which is 17
contingent upon the closing of a pending sale of that buyer's property. 18

Seller Date Seller Date 19

Seller's Notice of Consent-Extended Closing. Seller hereby gives notice of Seller's consent to the sale of the 20
Contingency Property pursuant to the purchase and sale agreement dated _____, which provides 21
for a closing date more than 60 days from the date of mutual acceptance. 22

Seller Date Seller Date 23

Seller's Notice of Consent-Expedited Closing. Seller hereby gives notice of Seller's consent to the sale of the 24
Contingency Property pursuant to the purchase and sale agreement dated _____, which provides 25
for a closing date less than 30 days from the date of mutual acceptance. 26

Seller Date Seller Date 27

BUYER'S PENDING SALE CONTINGENCY NOTICE

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 and Termination.** Buyer hereby gives notice that the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum (Form 22Q) has failed or will fail to close. This Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 5
6
7

- Waiver.** Even though the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum (Form 22Q) has not closed, Buyer hereby elects to proceed with this Agreement, waives the Pending Sale of Property Contingency, and agrees to close this sale as provided in the Agreement. Buyer understands that by waiving the Pending Sale of Property Contingency, Buyer waives all other remaining contingencies (including financing and inspection) in the Agreement. 8
9
10
11
12

Buyer Date Buyer Date

**SELLER FINANCING 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. GENERAL TERMS 5

A. **Limited Use.** Buyer represents that the Property will; will not (will, if not filled in) be used for a residential dwelling. If the Property will be used for a residential dwelling, this Addendum may only be used if: 6

- i. Seller is a natural person (and not a loan originator), estate or trust; 8
- ii. Seller has not financed the sale of another property within the past 12 months; 9
- iii. Seller did not construct or act as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business; 10-11
- iv. The repayment schedule does not result in a negative amortization; 12
- v. The financing has a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases; and 13-14

B. **Washington State DFI Waiver.** If the Property is used for a residential dwelling, Seller shall obtain a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3). If Seller does not give notice to Buyer that Seller has obtained the DFI waiver within _____ days (5 days if not filled in) of mutual acceptance, Buyer may terminate the Agreement at any time prior to Seller giving such notice. If Buyer terminates under this Paragraph, the Earnest Money shall be refunded to Buyer. 15-19

C. **Limited Practice Board Forms.** The current version of any Limited Practice Board ("LPB") form referenced below shall be attached to this Agreement as a blank form. 20-21

D. **Attorney Review.** Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within _____ days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 22-25

If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within _____ days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 26-31

E. **Prior Indebtedness and Security.** Seller understands that Seller's security interest in the Property may be inferior to a third party's interest in the Property, such as a prior lender. 32-33

2. PAYMENTS TO SELLER AND METHOD OF PAYMENT 34

A. **Down Payment.** Buyer shall pay a down payment, including Earnest Money, which shall be applied to the Purchase Price at Closing as follows: 35-36

Earnest Money: \$ _____ + Additional Money Down: \$ _____ = Total Down Payment \$ _____ 37

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

46

**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- B. **Interest Rate.** The balance of the Purchase Price (the "Indebtedness") shall accrue interest at _____ % per annum. Interest will begin to accrue on Closing; _____ (Closing if not checked). 38 39
- C. **Payments to Seller.** Buyer shall pay (check applicable box): 40
- i. No installment payments are required. 41
 - ii. Principal and interest installments of \$ _____. 42
 - iii. Interest only payments on the outstanding principal balance. 43
- The installment payments, if any, shall begin on the _____ day of _____, and shall continue on the _____ day of each succeeding (check applicable box): calendar month; third calendar month; sixth calendar month; twelfth calendar month; Other: _____. 44 45 46
- D. **Promissory Note and Deed of Trust** 47
- i. **Security.** The Indebtedness shall be evidenced by a Promissory Note and a first; second; third (first, if not filled in) Deed of Trust, as set forth below. 48 49
 - ii. **Promissory Note.** Buyer agrees to sign at Closing LPB Form 28A (Promissory Note). 50
 - iii. **Deed of Trust.** Buyer agrees to sign at Closing the following selected form (check applicable box): 51
 - a. LPB Form 22 (Deed of Trust) securing the Property; or 52
 - b. LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties shall initial the Due on Sale clause, which provides: "The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law." 53 54 55 56 57
 - iv. **Due Date.** The balance of principal and accrued interest shall be due and payable in full on _____ day of _____. 58 59
 - v. **Default and Default Interest.** During any period of Buyer's default, the principal shall bear interest at the rate of _____ % per annum (18% if not filled in) or the maximum rate allowed by law, whichever is less. A late charge of \$ _____ or _____ % of any installment payment (5% of the payment if neither is filled in) shall be added to any payment more than _____ days late (15 days if not filled in). If Buyer has not cured any default within _____ (30 days if not filled in) after written notice, Seller may declare all outstanding sums immediately due and payable. 60 61 62 63 64 65
 - vi. **Prepayment.** Buyer may prepay all or part of the balance owed under this Agreement at any time without penalty. 66 67
 - vii. **No Further Encumbrances.** Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. If selected, the Deed of Trust shall include the following provision: 68 69

As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect. 70 71 72 73 74 75 76 77 78

**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

E. <input type="checkbox"/> Real Estate Contract	79
Note: If the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available only by using a real estate contract.	80 81
i. <input type="checkbox"/> Real Estate Contract. The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree to initial and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is checked:	82 83 84
a. <input type="checkbox"/> Substitution and Security on Personal Property	85
b. <input type="checkbox"/> Alterations	86
c. <input type="checkbox"/> Due on Sale	87
d. <input type="checkbox"/> Pre-Payment Penalties on Prior Encumbrances	88
e. <input type="checkbox"/> Periodic Payments on Taxes and Insurance (The payments during the current year shall be \$ _____ per _____)	89 90
ii. <input type="checkbox"/> Cash Out. The entire balance of principal and interest shall be due and payable in full not later than _____.	91 92
3. ASSUMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT	93
A. <input type="checkbox"/> Assumed Obligations. Buyer shall assume the following obligations \$ _____.	94
B. <input type="checkbox"/> Consent of Holder of Underlying Obligation. If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after Closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this Agreement. This Agreement is subject to the written consent of the holder of the underlying obligation within _____ days (15 days if not filled in) of mutual acceptance. If the holder's written consent to this Agreement is not obtained by such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.	95 96 97 98 99 100
C. <input type="checkbox"/> Seller Wrap of Existing Loan.	101
Payments. From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ _____ due on an existing loan by _____ (the lender) having an approximate present principal balance of \$ _____ with interest at _____ % per annum computed on the unpaid principal and secured by the Property. Such balance remains the obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and conditions. Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is not in default to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.	102 103 104 105 106 107 108
D. <input type="checkbox"/> Cash Down to Existing Loan.	109
i. <input type="checkbox"/> Type of Loan. Buyer agrees to assume, at Closing, an existing <input type="checkbox"/> Deed of Trust; <input type="checkbox"/> Mortgage; <input type="checkbox"/> Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, including Earnest Money, at Closing. The assumed loan <input type="checkbox"/> is; <input type="checkbox"/> is not an Adjustable Rate Mortgage ("ARM"). The monthly payments could increase or decrease if the assumed loan is an ARM.	110 111 112 113

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

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

Continued

- ii. **Loan Amount and Payments.** The assumed loan has a principal balance of approximately 114
\$ _____ and is payable in monthly installments of approximately 115
\$ _____ including interest at _____ % per annum computed on the declining 116
principal balance, and including real estate taxes; hazard insurance. Seller shall pay any 117
delinquencies at Closing. 118
 - iii. **Seller Warranty – Loan is Assumable.** Seller warrants that the assumed loan is assumable provided 119
that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 120
the assumed loan. 121
 - iv. **Buyer Review Period.** This Agreement is conditioned upon Buyer's review of the assumed loan. 122
Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within _____ 123
days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 124
 - v. **Seller Review Period.** Seller understands that when a loan is "assumed," Seller may remain liable to 125
pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 126
Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 127
disapproval of the terms of the assumed loan within _____ days (5 days if not filled in) of mutual 128
acceptance, this contingency shall be deemed satisfied (waived). 129
4. **OTHER TERMS** (Check all that apply). 130
- A. **Payments to Collection Account.** 131
 - i. **Collection Account.** Buyer's payments to or on behalf of Seller shall be made to a contract collection 132
account at _____ (the "Collection Account"), 133
 to be established and paid for by Buyer and Seller equally; or to be established and paid for as 134
follows: _____ (established and paid for equally if not filled in). 135
Closing Agent may; may not (may if not checked) collect Collection Account set-up fees and annual 136
escrow fees at Closing. 137
 - ii. **Escrow.** The Collection Account shall also serve as escrow for a request for reconveyance or 138
fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 139
Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 140
full payment of funds due and owing have been received by the Collection Account. 141
 - iii. **Taxes and Insurance.** In addition to payments for the principal and interest, additional amounts 142
determined by the Collection Account holder shall be paid by Buyer and applied to real property taxes; 143
 insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 144
Agent may; may not (may if not checked) collect the initial deposit for taxes and insurance at Closing. 145
 - B. **Seller's Review of Buyer's Finances Contingency.** This Agreement is conditioned upon Seller's review 146
and approval, in Seller's sole discretion, of (i) Buyer's credit report and score; (ii) Buyer's income tax 147
returns for the prior _____ years (3 years if not filled in); (iii) verification of Buyer's employment 148
from Buyer's employer; and (iv) other _____ 149
Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 150
within _____ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to 151
Buyer of Seller's disapproval of the applicable conditions within _____ days (2 days if not filled in) 152
of the date the information is due, this contingency shall be deemed satisfied (waived). 153
 - C. **Title Insurance.** Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's 154
security interest and shall pay for an extended lender's title insurance policy if the cost of such extended 155
policy does not exceed the cost of a standard policy by more than ten percent (10%). 156

**COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE**

Unit Number/Address: _____ 1
Common Interest Community: _____ 2
Buyer: _____ 3
 Buyer Buyer

Instructions: This form or a statutory equivalent must be prepared by the association's 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 must sign this certificate. If there is insufficient space to fully answer any question, or there is additional information which would affect any answer, the preparer should include the additional information in Section 20 (Remarks). 4 5 6 7

A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth below. 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 purchase 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

The information furnished is based on the books and records of the association and the actual knowledge of the preparer. 11

1. **RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION.** There is; is not a right of first refusal or other restraint on the free alienability of the unit contained in the declaration. If there is, please describe: 12 13

2. **ASSESSMENT** 16

- (a) The assessment currently due for the unit is \$ _____ 17
- (b) Past due and unpaid monthly assessments against the unit total \$ _____ 18
- (c) There are special assessments levied against the unit totaling \$ _____, of which \$ _____ is past due, and the balance is payable per month; other (describe): 19 20

3. **DELINQUENT ASSESSMENTS.** As of _____ (must be a date within the past 45 days) there are assessments against units in the association that are past due over 30 days: none; totaling \$ _____ 23 24

4. **DELINQUENT ASSOCIATION OBLIGATIONS.** As of _____ (must be a date within the past 45 days) there are monetary obligations of the association which are past due over 30 days: none; totaling \$ _____ 25 26

5. **FEES.** The following fees are payable to the association by unit owners: fines for violation of rules; late payments; move-in; move-out; resale certificate; record copying; parking; storage; rental of units; use of common facilities (describe): 27 28 29

Other (describe): 30 31 32

6. **ANTICIPATED EXPENDITURE, REPAIRS, OR REPLACEMENT COST.** 35

(a) There are; are not any reasonably anticipated expenditure, repair, or replacement cost in excess of 5% of the board-approved annual budget of the association, regardless of whether the unit owners are entitled to approve such cost. 36 37

If there are, the amount is \$ _____ 38

51

**COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE**

Continued

7. **RESERVE STUDY.** The association does; does not have a reserve study prepared in accordance with RCW 64.90. 39
8. **UNSATISFIED JUDGMENTS AND LEGAL ACTIONS.** There are unsatisfied judgments against the association, as follows: 40
 none; totaling \$ _____ 41
There are legal actions in which the association is a party or claimant: none; as follows (state parties, nature of the claims(s), 42
amounts claimed, and the status of the claim): 43
44
45
9. **INSURANCE.** 46
(a) The insurance broker or agent for the association's insurance policy is: 47
Name: _____ 48
Address: _____ 49
Phone: _____ E-mail: _____ 50
(b) Describe any insurance coverage carried by the association: 51
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53
10. **EXISTING USES, ALTERATIONS, OR IMPROVEMENTS.** The board has; has not given or received notice in a record 54
that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elements 55
allocated to that unit violate any provision of the governing documents. If there are, please describe: 56
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11. **DECLARANT.** 59
(a) There are _____ units in the association that are owned by the declarant. 60
(b) The declarant transferred control of the association to the unit owners on _____; has not 61
transferred control of the association. 62
12. **ENVIRONMENTAL, HEALTH, AND BUILDING CODE.** The board has; has not received notice in a record from a 63
governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, to the limited 64
common elements allocated to that unit, or any other portion of the common interest community that has not been cured. If there 65
are, please describe: 66
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13. **LEASEHOLD ESTATE.** There is; is not any leasehold estate affecting the common interest community. If there is, please 69
describe (including any extension or renewal provisions thereof): 70
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14. **RESTRICTIONS ON AMOUNTS UPON SALE.** There are; are not any restrictions in the declaration affecting the amount 74
that may be received by a unit owner upon sale. If there are, please describe: 75
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**COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE**

Continued

15. PENDING SALE OR ENCUMBRANCE OF COMMON ELEMENTS. There <input type="checkbox"/> are; <input type="checkbox"/> are not any pending sale or encumbrance of common elements. If there are, please describe:	79 80 81 82
16. RESTRICTIONS ON USE, OCCUPANCY, AND LEASE. There <input type="checkbox"/> are; <input type="checkbox"/> are not any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person. If there are, please describe:	83 84 85 86 87
18. WARRANTIES AND WARRANTY CLAIMS.	88
(a) The units <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	89
(b) The common elements <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	90
(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:	91
(i) The type of claim that was made;	92
(ii) The resolution of the claim;	93
(iii) The type of repair performed;	94
(iv) The date of the repair;	95
(v) The cost of the repair; and	96
(vi) The name of the person or entity who performed the repair.	97
17. AGE RESTRICTIONS. There <input type="checkbox"/> are; <input type="checkbox"/> are not any age-related occupancy restrictions affecting the common interest community. If there are, please describe:	98 99 100 101
19. EXHIBITS. The following exhibits must be attached:	102
(a) Declaration, and any amendments thereto, and the organizational documents.	103
(b) Association rules and regulations, and any amendments thereto.	104
(c) Minutes of board meetings and association meetings for the last 12 months.	105
(d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.	106 107
(e) The most recent balance sheet and revenue and expense statement, if any, of the association.	108
(f) Current operating budget of the association.	109
(g) In a cooperative, an accountant's statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real estate taxes and interest paid by the association.	110 111
(h) Association current reserve study. Check the box that applies:	112
(i) <input type="checkbox"/> The association's current reserve study is attached.	113
(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.	114 115 116 117

COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE

Continued

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

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Date: _____ 151

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. 152
153
154

Association By _____
Preparer 155

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. 156
157
158

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 159

Buyer Date Buyer Date 160

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy. 11-13

Standard Owner's Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17

Extended Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22

3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24

4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27

5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 public water main; public sewer main; septic tank; well (specify type) _____; 29
 irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 cable (specify provider) _____; internet (specify provider) _____; 31
 other _____ 32

6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37

OTHER INSULATION DATA: _____ 38



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

Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ .
- Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).
10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: _____
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. **Other.** _____

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



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

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

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

Buyer Date Buyer Date 8

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FIRPTA CERTIFICATION

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

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

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

_____ Address _____ City _____ State _____ Zip _____

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

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

TAXPAYER I.D. NUMBER.

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

ADDRESS.

My home address is _____
_____ Address _____ City _____ State _____ Zip _____

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

Seller Date Seller Date

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

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

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

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

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

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

Buyer Date Buyer Date

BUYER'S FIRPTA NOTICE

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 notices are for use with the Seller Citizenship and Foreign Investment in Real Property Tax Act ("FIRPTA") 5
provision in the Purchase and Sale Agreement. 6

BUYER'S RIGHT TO TERMINATE NOTICE. 7

Buyer hereby gives notice that Seller failed to timely provide the FIRTPA certification to the Closing Agent. Buyer 8
may terminate this Agreement any time 3 days after delivery of this notice if Seller does not earlier provide the 9
FIRPTA certification to the Closing Agent. 10

Buyer Date Buyer Date 11

BUYER'S NOTICE OF TERMINATION. 12

Seller failed to timely provide the FIRTPA certification to the Closing Agent. Buyer gave notice to Seller, that if 13
Seller did not provide the FIRTPA certification to the Closing Agent, Buyer may terminate this Agreement any time 14
3 days after delivery of that notice. 15

Seller failed to provide the FIRTPA certification to the Closing Agent and therefore, Buyer hereby gives notice that 16
Buyer elects to terminate this Agreement and demands return of the Earnest Money. 17

Buyer Date Buyer Date 18

**NOTICE OF TERMINATION PURSUANT TO
EVIDENCE OF FUNDS ADDENDUM**

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

SELLER'S NOTICE OF TERMINATION 5

Buyer failed to timely provide Evidence of Non-Contingent Funds as required by Paragraph 2 of the Evidence of Funds Addendum to Purchase and Sale Agreement (Form 22EF). Accordingly, Seller elects to terminate the Agreement and instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 6
7
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Seller Date Seller Date 9

Buyer failed to timely provide Evidence of Contingent Funds as required by Paragraph 3 of the Evidence of Funds Addendum to Purchase and Sale Agreement (Form 22EF). Accordingly, Seller elects to terminate the Agreement and instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 10
11
12

Seller Date Seller Date 13





For Your Protection: Get a Home Inspection

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

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

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

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

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

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

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

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

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

Selecting a Trained Professional Home Inspector

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

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

_____/____/____
(Signed) Homebuyer Date

_____/____/____
(Signed) Homebuyer Date

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



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

Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above. _____ 30
Buyer Initials Buyer Initials 31

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 32
Buyer Initials Buyer Initials

(e) Buyer has (check one below): 33

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 34
and/or lead-based paint hazards. 35

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 36
and/or lead-based paint hazards on the following terms and conditions: 37

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 38
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 39
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 40

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 41
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 42
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 43
needed and must include a copy of the inspection and/or risk assessment report. 44

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 45
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 46
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 47
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 48
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 49
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 50
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 51
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 52

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 53
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 54
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 55
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 56
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 57
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 58
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 59
and without any alternative remedy for those conditions. 60

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 61
by Buyer are true and accurate. 62

Buyer Date Buyer Date 63

Brokers' Acknowledgment

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 64
to ensure compliance. 65

Buyer Broker Date Listing Broker Date 66

Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date



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

The following is part of the Lease/Rental Agreement dated _____ 1
between _____ ("Tenant") 2
and _____ ("Lessor") 3
concerning _____ (the "Property"). 4
Address City State Zip

Lead Warning Statement 5

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 6
hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. 7
Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead- 8
based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning 9
prevention. 10

Lessor's Disclosure 11

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 12
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 13

_____ 14
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 16
- (b) Records and reports available to the Lessor (check one below): 17
- Lessor has provided the Tenant with all available records and reports pertaining to lead-based paint and/or 18
lead-based paint hazards in the housing (list documents below). 19

_____ 20
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 22

Tenant's Acknowledgment 23

- (c) Tenant has received copies of all information listed above. _____ 24
Tenant Initials Tenant Initials
- (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 25
Tenant Initials Tenant Initials

The parties have reviewed the information above and certify, to the best of their knowledge, that the information they 26
have provided is true and accurate. 27

Lessor Date Lessor Date 28

Tenant Date Tenant Date 29

Brokers' Acknowledgment 30

Brokers have informed Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 31
to ensure compliance. 32

Tenant Broker Date Lessor Broker Date 33

66

**NOTICE OF TERMINATION PURSUANT TO
LEASE REVIEW ADDENDUM**

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

BUYER'S NOTICE OF TERMINATION 5

Buyer hereby gives notice to Seller that Buyer disapproves the lease, rental agreement, or related agreements and/or 6
documents set forth in the Lease Review Addendum to Purchase and Sale Agreement (Form 22L) and therefore, 7
elects to terminate the Agreement and demands return of the Earnest Money. 8

Buyer Date Buyer Date 9

LAND AND ACREAGE ADDENDUM
Continued

2. CONTINGENCIES: 43

- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44
 The work to be performed shall be timely ordered by the party responsible for payment, except for the 45
 Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46
 ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47
- b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48
 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49
 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50
 the applicable contingency period, then the respective contingency shall be deemed waived. 51
- c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52
 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53
 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

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

LAND AND ACREAGE ADDENDUM

Continued

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

3. ADDITIONAL PROVISIONS (check as applicable) 100

Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 101
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This feasibility study contingency shall conclusively be deemed waived unless within _____ (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 111
112
113

Irrigation and Water Seller represents that there are _____ shares of _____ irrigation/frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should consult with an attorney to facilitate the transfer of any water rights. 114
115
116

Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 117
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Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or before _____. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. 123
124
125

Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and pens; gates and fences; chutes; other: _____ 126
127
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129

The value assigned to the personal property included in the sale shall be \$ _____. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 130
131

CRP Program. Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 132
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134
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Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 136
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LAND AND ACREAGE ADDENDUM
Continued

4. DOCUMENT REVIEW PERIOD. If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance: 141
142

_____ . 143
144

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 145
146
147
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5. ADDITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement. 149
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6. TAX DESIGNATION. 158

a. Classification of Property. Seller represents that the Property is classified as open space farm and agricultural timberland under Chapter 84.34 RCW. 159
160

b. Removal from Classification. Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by Seller Buyer both Seller and Buyer in equal shares (Seller if no box is checked). 161
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c. Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay. 165
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ATTORNEY REVIEW 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

CHECK IF INCLUDED: 5

1. **Buyer's Attorney Review Contingency.** This Agreement is subject to Buyer's attorney's review and 6
approval. This attorney review contingency shall be deemed waived unless, within _____ days 7
(5 days if not filled in) of mutual acceptance, Buyer gives notice of disapproval and termination of the 8
Agreement. In the event Buyer gives timely notice of disapproval, the Earnest Money shall be returned to 9
Buyer. 10

2. **Seller's Attorney Review Contingency.** This Agreement is subject to Seller's attorney's review and 11
approval. This attorney review contingency shall be deemed waived unless, within _____ days 12
(5 days if not filled in) of mutual acceptance, Seller gives notice of disapproval and termination of the 13
Agreement. In the event Seller gives timely notice of disapproval, the Earnest Money shall be returned to 14
Buyer. 15

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

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NOTICE PURSUANT TO SHORT SALE ADDENDUM (FORM 22SS)

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 NOTICES ARE FOR USE WITH NWMLS SHORT SALE ADDENDUM (FORM 22SS): 5

Notice of Lender Consent. Pursuant to Paragraph 2 of Form 22SS, Seller gives notice to Buyer that Seller has 6
obtained written consent from Seller's creditor(s) for the Short Sale and Seller has accepted the conditions 7
imposed by Seller's creditor(s) ("Lender Consent"). This notice satisfies the contingency in Form 22SS. 8

Seller Date Seller Date 9

Notice of No Lender Consent. Pursuant to Paragraph 2 of Form 22SS, Seller gives notice to Buyer that Seller's 10
creditor(s) did not consent to the Agreement or Seller decided not to accept the conditions imposed by Seller's 11
creditor(s). This notice terminates the Agreement and Seller instructs the party holding the Earnest Money to 12
disburse the Earnest Money, if deposited, to Buyer. 13

Seller Date Seller Date 14

Notice of Additional Offer. Pursuant to Paragraph 3 of Form 22SS, Seller gives notice that Seller has submitted 15
an offer dated _____ from another buyer to Seller's creditor(s). 16

Seller Date Seller Date 17

Notice of Termination – Additional Offer. Pursuant to Paragraph 3 of Form 22SS, Buyer has the right to 18
terminate the Agreement within 3 days of Seller's Notice of Additional Offers. Seller delivered such notice to 19
Buyer, Buyer hereby terminates the Agreement and demands return of the Earnest Money (if deposited). 20

Buyer Date Buyer Date 21

Notice of Termination. Pursuant to Paragraph 4 of Form 22SS, Buyer reserved the right to terminate the 22
Agreement at any time before notice of Lender Consent. Seller has not given notice of Lender Consent. Buyer 23
hereby terminates the Agreement and demands return of the Earnest Money (if deposited). 24

Buyer Date Buyer Date 25

81

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23



TITLE CONTINGENCY NOTICE

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

Check the applicable box: 5

Buyer's Notice of Disapproval of Title Exception(s). Buyer hereby gives notice that Buyer disapproves the 6
following exception(s) set forth in the preliminary commitment for title insurance: 7

_____ 8
_____ 9

Buyer Date Buyer Date 10

Seller's Response to Notice of Disapproval of Title Exceptions. Seller hereby gives notice that Seller will; 11
 will not clear the disapproved exceptions(s) set forth in the preliminary commitment for title insurance. 12

Seller Date Seller Date 13

Buyers Notice of Termination. Seller has not timely delivered notice that Seller will clear the disapproved 14
exceptions(s) set forth in the preliminary commitment for title insurance. Buyer hereby elects to terminate the 15
Agreement and demands the return of the Earnest Money. 16

Buyer Date Buyer Date 17

HOMEOWNER INSURANCE 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 Concerning Homeowners Insurance. The availability and cost of homeowners insurance depends 5
 on a number of factors, including Buyer's personal insurance, Buyer's financial and credit history, the condition of the 6
 Property, Buyer's claim history, and the claims history for the Property. At the time of application, most insurance 7
 companies will only issue a binder, which is a temporary commitment to provide insurance and not a guarantee that a 8
 policy will be issued. After issuing the binder, the insurance company will take additional time to make a final decision 9
 about issuing a policy and the amount of the insurance premium. Accordingly, it is important for Buyer to apply for 10
 insurance as early as possible. 11

Homeowners Insurance Contingency/Application. This Agreement is conditioned upon Buyer obtaining a binder 12
 for a standard policy of homeowners insurance, together with any other property insurance required by Buyer's 13
 lender, at an annual premium not to exceed 1/2 of 1% of the purchase price, with a deductible not to exceed \$1000, 14
 exclusive of all additional endorsements, declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer shall 15
 make application for insurance within _____ days (5 days, if not filled in) of mutual acceptance and if Buyer fails 16
 to timely make application, then this contingency shall be deemed waived. This insurance contingency shall be 17
 deemed satisfied (waived), unless within _____ days (15 days, if not filled in) of mutual acceptance, Buyer 18
 gives notice of inability to obtain a binder on the terms set forth above. If Buyer gives such notice, then this Agreement 19
 shall terminate and the Earnest Money shall be refunded to Buyer. 20

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



MODIFICATION OF CLOSING DATE ADDENDUM

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. **MODIFICATION OF CLOSING DATE.** The parties hereby agree to modify the Closing Date set forth in the Agreement to: _____ 5
6

2. **OTHER DATES.** In addition, the parties hereby agree to modify other dates set forth in the Agreement as follows: 7

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3. **OTHER.** 17

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All other terms and conditions of the Agreement remain unchanged. 40

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

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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

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PRESALE ADDENDUM

Continued

- 5. LOCATION OF HOME AND SITE CHARACTERISTICS.** 84
- a. If there is no site plan: 85
- Seller shall have sole responsibility to locate the house on the lot, observing curb appeal, drive location, drainage considerations, existing trees, and topography. 86
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- b. If there is a site plan: 88
- 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
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- 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
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- 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
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- 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
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- 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
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- 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
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- 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
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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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
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PRESALE ADDENDUM – OPTIONAL CLAUSES

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

CHECK IF INCLUDED:

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

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

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

PARAGRAPH 7 OF PRESALE ADDENDUM – Landscaping. 21

The Purchase Price includes the following landscaping installations in the following yard areas: _____ 22

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

SELLER'S REPLICATION OF A PREVIOUS PROJECT. 28

The completed house and the associated grounds, landscaping, etc., shall be substantially identical to the house previously constructed by Seller at _____ (address) 30
and shall be of equal or greater quality in all manner and especially fit, finish and appearance. 31

STANDARD FORM OWNER'S POLICY OF TITLE INSURANCE. 32

Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 36

EXTENDED COVERAGE TITLE INSURANCE. 37

Notwithstanding the "Title Insurance" clause in the Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for the policy provided for in the Agreement. 41

Seller Buyer shall pay the cost of any survey required for such extended policy of title insurance. 42

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

PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

- CUSTOMER SERVICE.** 43
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. 44 45
- OAK FLOORS, DRIVEWAYS AND SIDEWALKS.** 46
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. 47 48
- CONDITION OF DRYWALL AND SIDING.** 49
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. 50 51 52 53 54
- REMEDIES – ARBITRATION.** 55
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. 56 57 58 59
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. 60 61 62 63 64
- WAIVER OF FINANCING.** 65
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. 66 67 68 69 70 71
- PRICE INCREASE DUE TO DELAY.** 72
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. 73 74 75 76 77 78 79
- CONFLICT.** 80
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. 81 82 83 84 85 86 87

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

PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

<input type="checkbox"/> SELLER'S PURCHASE OF LOT.	88
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.	89 90 91 92
<input type="checkbox"/> RECORDATION OF PLAT.	93
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 Buyer Brokerage Firm's trust account, and no money may be disbursed therefrom until the plat is recorded.	94 95 96
This transaction is subject to final plat recording on or before _____.	97
<input type="checkbox"/> TITLE COMPANY AND ESCROW FEES.	98
Notwithstanding anything to the contrary elsewhere in this Agreement, Seller and Buyer shall pay the costs of escrow fees as follows:	99
_____	100
_____	101
_____	102
No other provisions in the Agreement pertaining to closing costs and/or prorations shall be modified by this paragraph.	103 104
<input type="checkbox"/> NON-REFUNDABLE CONSTRUCTION RETAINER.	105
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.	106 107 108 109 110 111 112
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.	113 114 115 116

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

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