



**LOVING ON LISTINGS**



# State Legal Holidays

The following are Washington State's Legal holidays. Counties, cities, towns, and special purpose districts do not have to follow this holiday schedule. MRSC follows the stat holiday schedule as does our Association, Courthouse, and office.

State Legal Holiday Names	State Statutory Designation of Holiday (RCW 1.16.0550)
New Year's Day	First Day of January
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President's day	Third Monday in February
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Veteran's Day	November 11 <sup>th</sup>
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Floating Holidays	Selected in accordance with local ordinance or resolution and personnel policies

# Assessors Website



[HTTP://WWW.SPOKANECOUNTY.ORG/ASSESSOR](http://www.spokanecounty.org/assessor)

## Property Information

- Sq Ft
- Lot Size
- Schools
- Property taxes
- Deed (in place of Ex A)

## Utilities

- Garbage / Waste
- Water
- Electric

## Permits and Licensing

- Animal Control
- Building Permits
- Code Enforcement
- Electrical Permits

## Election Districts



# Pre-Title



## Permits and Licensing

- Exhibit A
- Liens
  - Property taxes
  - Mortgages
- Easements
- CC&R's
- Plat maps



# Flood Zones



## Flood Insurance

- National Flood Insurance Program (NFIP)
- Rates have significantly raised.
- [www.floodsmart.gov](http://www.floodsmart.gov)
- [www.fema.gov/floodzones](http://www.fema.gov/floodzones)



# Condominiums



Resale Certificate - A **resale certificate** is a document that a unit owner must provide to the purchaser before they can sell their **condominium** unit. Any unit owner who wishes to sell his or her unit needs to be aware of the **resale certificate** requirements. These requirements apply to all Washington **condominiums**.

FHA Approved - <https://entp.hud.gov/idapp/html/condlook.cfm>



# Staging



The most important thing you can do to prepare your home for sale is to get rid of clutter. Make a house rule that for every new item that comes in, an old one has to leave. One of the major contributors to a cluttered look is having too much furniture. When professional stagers descend on a home being prepped for market, they often whisk away as much as half the owner's furnishings, and the house looks much bigger for it. You don't have to whittle that drastically, but take a hard look at what you have and ask yourself what you can live without.





# Home Warranty

A Home Warranty Plan\* can increase the marketability of a home. By providing coverage for major systems and appliances, the warranty gives a “**peace of mind**” extra to attract buyers that competing homes may not have.

## **A home warranty increases marketability:**

- Warranted homes sell up to 50% faster than non-warranted homes.
- Homes with a warranty on average will sell for about 3% more (Business Week).
- Reduced chance the seller will be asked to reimburse the buyer for a breakdown of a covered component.
- Better chance that the closing won't be delayed by a malfunctioning warranted item.
- It provides the buyer with a full year of coverage on the home's major systems and appliances after they move in.
- In the event that something covered breaks down, only a deductible is paid and the warranty company pays the remainder.





# Home Warranty

## **Buyer coverage on selected items**

- Central Heating System
- Electric Central Air System
- Interior Plumbing
- Built-in Appliances
- Electric Pool Equipment

The seller may also have coverage on certain items while the property is listed for sale, even before the coverage is paid for.

Per a study by the National Home Warranty Association... homes sell 60% faster and for a higher price than homes without a home warranty.





# Pre-Inspections

The benefits of an inspection when initially listing the home can make the marketing process move smoother and quicker. I will advertise the home with a disclaimer that a buyer should have the home inspected themselves, but they are welcome to review the one you have. This lends confidence that you are an honest seller and that your home has been well cared for, or at a minimum, priced properly.

## **Creates Awareness of Condition of Home**

An independent inspector will identify areas that need attention and serve as a marketing tool to buyers to give proof to the condition. It can also be used to challenge claims that the buyer's inspector might make.

## **Anticipates Potential Problem Areas and Saves Time**

If certain things are identified by the first inspection, it gives the seller the opportunity to repair them at competitive rates instead of possibly having to **rush to get them done prior to closing**.

By understanding what might need to be done to a home early in the marketing process, it can save critical time between the contract and closing.



# Open Houses

Preparing for an Open House



# **Loving on Listings: A Guide to Listing Paperwork**

**Taught by: Karene Loman, CRS**

**WA Course # tbd  
Instructor ID: I4192  
School ID: S1662  
3.0 Clock Hours**



## **About the Instructor**

### **Karene Loman**

Building relationships while creating ease and comfort has been Karene Loman's specialty throughout her diverse career. Karene jokes that she's done everything from flipping burgers at McDonald's to running highly successful marketing and advertising campaigns for national companies, to teaching college level classes. Karene holds a master's degree from Eastern Washington University in Public Relations and Organizational Communications and has completed most of the coursework towards a PhD at Gonzaga University in Spokane, WA.

As a Realtor in both Washington and Idaho, Karene takes pride in providing the most comprehensive marketing campaign for her sellers. As a result, her home sellers are getting an average of 102% of their list price. Karene is also a Relocation Specialist and strives to provide the same superior service to all of her buyers as she does sellers. Karene is a Certified Residential Specialist (the PhD of real estate with only 4% of all Realtors holding the designation). She frequently finishes in the top 5% of all Realtors in the Spokane Association of Realtors.

Karene also holds real estate instructor certifications in both Washington and Idaho where she teaches the Code of Ethics, Core Curriculum and Purchase and Sale. In addition, Karene is a five time BOLD graduate, four time Ninja graduate, and has completed the Ninja Instructor certification. Karene is currently working towards her master faculty designation for Keller Williams University.

In her spare time, she enjoys photography, reading, pretending to be a graphic designer, playing with technology, and most of all, spending quality time with her family – which includes her husband; 17 year old twins; two bonus daughters; and three grandchildren – and a whole slew of extended family and friends.

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RCW 1.16.050 Provides that when legal holiday, other than Sunday, falls upon a Sunday, the following Monday shall be the legal holiday.

RCW 1.16.050 Provides that when a legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Legal holidays should not be calculated as a business day in determining the expiration of time periods in purchasing agreements nor can a time period end on a legal holiday.

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*Most importantly, pre-inspection prevents selling the home twice!*

For more info on the importance of home inspections: <http://www.ashi.org/customers>

## OPEN HOUSES

### PREPARING FOR AN OPEN HOUSE

#### *Before Your Open House*

- Advertise
  - In print:
    - the Spokesman-Review
  - Online:
    - Paragon
    - [SpokaneOpen.com](http://SpokaneOpen.com)
    - Zillow / Trulia
    - Tour Factory
    - Realtor.com
  
- Use sign riders – “OPEN SUNDAY” attach to your yard sign. These can be purchased from several sign companies including oakleysigns.com
- Mail or hand deliver invitations to neighbors and spheres...several agents have completed CMA's and picked up listings from the hand delivered approach.

- Provide a brochure with tips – personalize it with your information. Examples to include:
  - Packing Tips
  - Ways to make the move easier for children
  - Things to do such as change address/subscriptions
  - Web resources (familywatchdog.com, greatschools.net, crime stats)
  - Open first box
- Put together folder of information
  - Existing property information
  - Other available properties
  - Market activity information
  - Mortgage information on existing price
  - Tips brochure

### *During*

1. Advertise
  - Craigslist
  - Social Media such as: Facebook & Twitter
2. Have water and/or individually wrapped candies (coffee and cookies are fine, however, can leave a mess).
3. Balloons/flags with signs to draw attention.
4. Greetings / build rapport
  - a. Comment on weather, day, etc.
  - b. Thank for stopping by
  - c. My name is...let me know if I can answer any questions /give you a guided tour, etc.
5. Sign-in book.
6. Have sample seller/buyers books.
7. Background music.
8. Hand out other value added information.
9. Ask visitors to complete short questionnaire – see #4 above.
10. Ask them if they are working with another realtor. If yes, who? Jot down their agents name next to theirs in the sign-in book – see #11 above.

### *After*

- Provide your sellers (or listing Realtor) with questionnaires feedback, # of visitors
- Follow-up with those that signed guest book.
- Follow-up with the agents of those who signed guest book.

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

The undersigned seller ("Seller") hereby grants to \_\_\_\_\_ ("Firm") from date hereof until midnight of \_\_\_\_\_ ("Listing Termination"), the sole and exclusive right to submit offers to purchase, and to receipt for deposits in connection therewith, the real property commonly known as \_\_\_\_\_, Parcel #(s) \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Washington, Zip \_\_\_\_\_, and legally described on Exhibit A. (Seller authorizes Firm to attach Exhibit A if not available at time of listing) ("Property").

1. **DEFINITIONS.** For purposes of this Agreement: (a) "SAR" means the Spokane Association of REALTORS® Multiple Listing Service; (b) "Sell" or "Sale" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase; (c) "Firm's Broker" means Firm's designated broker; (d) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any Listing Broker.

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ ("Listing Broker(s)"). Supervisory Broker(s) for the Listing Broker(s) is/are \_\_\_\_\_ (none if not filled in). This Agreement creates an agency relationship in which Firm's Broker, Listing Broker(s) and any Supervisory Brokers represent Seller. No other brokers affiliated with Firm represent Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf from time to time, as and when needed; and such additional brokers will only be representing Seller during the period of any such appointment.

If the Property is sold to a buyer represented by any of Firm's brokers that do not represent Seller, Seller consents to Firm's Broker and, if any Supervisory Broker also manages the broker representing the Buyer, acting as dual agents. If the property is sold to a buyer that the Listing Broker also represents, Seller consents to Listing Broker, Firm's Broker, and Listing Broker's Supervisory Broker(s), if any, acting as dual agents. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

If any of Firm's broker(s) act(s) as a dual agent, then Firm shall be entitled to the entire compensation payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer.

3. **LISTING TERMS.** a. **Seller(s)** full name(s) is/are: \_\_\_\_\_

b. **Listing Nature and Price.** (Complete all applicable provisions):

- Seller agrees to sell the Property at a listed price of \$ \_\_\_\_\_
- Seller agrees to lease the Property at a total rent of \$ \_\_\_\_\_ per \_\_\_\_\_ for a term of \_\_\_\_\_ upon the following conditions: \_\_\_\_\_
- Seller agrees to exchange the Property for another property acceptable to Seller upon terms and conditions acceptable to Seller.

c. **Acceptable Terms of Sale.** (Complete all applicable provisions):  Cash  Cash to existing encumbrance(s)  Conventional Financing  FHA Financing  VA Financing  Seller Financing Purchase with a down payment of not less than \$ \_\_\_\_\_ and payment of the balance secured by a Deed of Trust, Mortgage or Real Estate Contract with interest of not less than \_\_\_\_\_ % per annum and installment payments of not less than \$ \_\_\_\_\_ per \_\_\_\_\_ including interest.

Other acceptable terms and any limitations: \_\_\_\_\_

d. **Extension of Listing Termination During Transaction.** This Agreement shall remain in effect, and the date stated for Listing Termination will be extended until all transactions with any buyers are terminated.

e. **Additional Information/Terms.** \_\_\_\_\_

4. **TOTAL COMMISSION.** (Complete all applicable provisions) If, while this Agreement remains in effect, Firm procures a buyer for the Sale of the Property on the terms in this Agreement or on other terms acceptable to Seller, or Seller directly or indirectly Sells or contracts to Sell any interest in the Property, then Seller will pay Firm a commission: in the case of a sale or exchange, \_\_\_\_\_ % of the total selling price, but not less than \$ \_\_\_\_\_; in the case of a lease, \_\_\_\_\_ % of the total gross rents payable during the first \_\_\_\_\_ year(s) of the lease term plus \_\_\_\_\_ % of the total gross rents payable during the remainder of the lease term. If an agreed lease provides for one or more renewal option(s) which are exercised, an additional commission of \_\_\_\_\_ % of the rents payable during each such renewal period shall be paid in cash upon exercise of each such renewal option. If an agreed lease provides an option for the purchase, then the sale commission shall be payable if the option is exercised and the Sale is closed.

Commission is also payable if, within \_\_\_\_\_ (180 days if not filled in) days following the Listing Termination (as it may have been extended), Seller Sells or contracts to Sell any interest in the Property to any person or entity: (a) to whom the Property was offered or shown or to whose attention the Property was directly or indirectly brought, prior to Listing Termination; or (b) to whose attention the Property was brought after Listing Termination as a direct or indirect result of any of Listing Firm's signs, advertising, brochures, or other or other marketing actions prior to the Listing Termination. Except as provided in the next sentence, if a commission is paid to an SAR firm in connection with a Sale (whether or not the Property is then listed with any firm), the amount of commission payable to Firm shall be limited to the amount of the commission that would have been payable pursuant to this Agreement less any commission so paid to another SAR firm. However, if Seller cancels this Agreement early without legal cause, Seller shall be liable for damages incurred by Firm as a result of early cancellation, regardless of whether Seller lists the Property with or pays any commission to another firm, which damages would include the applicable amount of commission payable hereunder absent such cancellation.

PROPERTY ADDRESS: \_\_\_\_\_ Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Seller's exceptions, if any, are: \_\_\_\_\_ (none if not filled in).

Exceptions shall expire and not apply to any offers received from any of the foregoing after \_\_\_\_\_.

Further, no exception will apply at any time if the excepted party is represented by a broker.

Cooperating Firm's Share of Total Commission: \_\_\_\_\_% of total selling price or \$\_\_\_\_\_ (complete whichever is applicable).

- 5. MULTIPLE LISTING.** Except as limited by Section 3.e., Firm shall submit this listing and Listing Content referred to in this Section to SAR. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of SAR, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating SAR member is the agent of the buyer, the Seller, neither or both, the member shall be entitled to receive the cooperating Firm's share of the commission shown above in Section 4. IT IS UNDERSTOOD THAT SAR IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THIS AGREEMENT AND/OR A PROPERTY DATA SHEET OR SIMILAR FORM PREPARED IN CONJUNCTION HEREWITH TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT. SAR is an intended third party beneficiary of the provisions in this Section.

Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Firm or Listing Broker constitute "Seller Listing Content," and similar information otherwise obtained or produced by Firm or Listing Broker in connection with this Agreement represent "Broker Listing Content." Seller acknowledges and agrees that except as limited by Section 3.e., all such Listing Content may be filed with SAR and other multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Firm a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason. Seller represents and warrants to Firm that the Seller Listing Content, and the license granted to Firm for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Firm, all Broker Listing Content is owned exclusively by Firm, and Seller has no right, title or interest in or to any Broker Listing Content. Seller further acknowledges having been advised that recording conversations or statements of persons without first obtaining their permission, including within the Property, violates RCW 9.73.030.

- 6. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act that materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller agrees to pay Firm a commission in the agreed amount applied to the listing price herein, whichever is applicable. Firm shall be entitled to show the Property at all reasonable times. Firm and Listing Broker need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.
- 7. KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by access keys held by SAR member brokers and appraisers, as well as licensed home inspectors that are affiliate members of SAR.
- 8. SHORT SALE/NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, will not automatically relieve Seller of the obligation to pay any debt or costs remaining at or after closing, including fees such as Firm's commission. Firm will not represent or assist Seller 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.
- 9. DISCLAIMER/INDEMNITY/SELLER'S INSURANCE.** Neither Firm, SAR, nor any member of SAR, nor any member of any multiple listing service to which this listing is referred shall be responsible for injury, loss, theft, or damage of any nature or kind whatsoever to the Property, to any personal property within or about the Property, to any person or entity who may enter upon the Property, including entry by the master key to the keybox and/or at open houses and showings, absent willful misconduct of the Released Party. Seller shall be solely responsible for maintaining the condition of the Property in a safe condition, for providing adequate warnings and signage at the Property to advise of any unsafe or hazardous conditions, and for maintaining appropriate insurance coverage. Seller assumes all risk of unauthorized entry by means of any keybox placed upon the Property. SELLER IS SOLELY RESPONSIBLE FOR NOTIFYING SELLER'S HAZARD AND LIABILITY INSURANCE COMPANY/IES THAT THE PROPERTY IS LISTED FOR SALE AND A KEYBOX HAS BEEN INSTALLED, AND ASSURING THAT ADEQUATE INSURANCE COVERAGE IS MAINTAINED IN EFFECT. IF THE PROPERTY IS TO BE VACANT DURING ALL OR PART OF THE TERM OF THIS AGREEMENT, SELLER IS ADVISED TO REQUEST SELLER'S INSURANCE COMPANY/IES TO ADD A "VACANCY CLAUSE" TO SELLER'S POLICY/IES. SELLER SHALL INDEMNIFY FIRM, FIRM'S BROKER(S), AND OTHER BROKERS SHOWING THE PROPERTY FROM ANY INJURIES, LOSSES OR DAMAGES SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED BY ANY PERSONS COMING UPON THE PROPERTY IN ANY WAY IN CONNECTION WITH THIS AGREEMENT ABSENT WILLFUL MISCONDUCT BY THE INDEMNITEE.

**10. TITLE COMMITMENT.**

*Seller's Initials*

\_\_\_\_\_ Seller authorizes Firm to order a preliminary title report, on their behalf, and shall reimburse Firm if  
\_\_\_\_\_ cancellation fees are charged.

PROPERTY ADDRESS: \_\_\_\_\_ Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)



- 11. SELLER'S REPRESENTATIONS AND WARRANTIES.** The individual(s) executing this Agreement as Seller represent they are the owner of the Property or have full power and right to enter into this Agreement and to sell and convey or lease, as applicable, the Property in accordance with this Agreement. Seller also represents to the best of Seller's knowledge that: (a) all property information provided to Firm is correct and Firm, its brokers, and SAR are fully authorized and licensed to use all such provided information for any purpose related to marketing the Property; (b) there are no structures or boundary indicators that either encroach on adjacent property or onto the Property from adjacent property; (c) Seller has good and marketable title to the Property other than monetary encumbrances to be paid by Seller at or before Closing (with building or use restrictions general to the area in which the Property is situated, existing easements, and building or zoning regulations not being considered encumbrances for purposes of this provision). Seller warrants Seller has the necessary rights in any photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, and any other item or material that may be subject to copyright interests (collectively "Media Materials") and hereby confirms that Firm and SAR are licensed to utilize any or all of them for any purposes related to marketing the Property. Seller further warrants and agrees that Seller has no right or interest in any Media Materials provided or produced by or on behalf of anyone associated with Firm and that Firm and its brokers may use all such Media Materials for all purposes. Seller covenants to promptly provide corrected information to Firm in writing if Seller learns any information or matters referred to above are or have changed such that any representation would no longer be correct if then made. Seller authorizes Firm to provide information provided by Seller to Firm in connection with this Agreement to prospective buyers and to other cooperating members of SAR who do not represent Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm, Firm's Broker, any Supervisory Broker, and Listing Broker(s) and other member of SAR harmless in the event any of the foregoing representations are incorrect, or in the event Seller learns any of the above information or matters are or become incorrect and fails to timely advise Firm of the correct information in writing.
- 12. SELLER DISCLOSURE STATEMENT/CONCEALED DEFECTS.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Listing Broker as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential) or Form 17C (Unimproved Residential)). Regardless of whether Seller provides a Seller Disclosure Statement, Seller warrants that Seller will provide written disclosure to Firm and Listing Broker of all known latent defects or material conditions that are not obvious or readily ascertainable affecting the Property. Seller agrees to indemnify, defend and hold Firm and its brokers harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C or similar statutorily prescribed form is inaccurate, or with regard to any concealed defects for which Seller has provided no written disclosure.
- 13. RELEASE OF INFORMATION AUTHORIZATION.** Seller hereby authorizes any lender, escrow agent or other person having information, documents or records pertaining to the Property, including its title or encumbrances thereon, to release such information and copies of such documents to Firm and Seller's Listing Broker. A copy of this authorization shall be as effective as a signed original.
- 14. CLOSING.** Subject to a buyer mutually agreeing with Seller otherwise, Seller agrees to: (a) furnish and pay for an owner's policy of title insurance insuring marketable title to the Property; (b) pay real estate excise tax and one-half of any escrow fees (or such portion of any escrow fees and any other fees or charges that may not be charged to the buyer in the case of FHA or VA financed sales); and (c) cooperate with the buyer to appropriately prorate rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance as of the closing date. Seller will complete any certification requested by the Closing Agent in connection with the federal Foreign Investment in Real Property Tax ("FIRPTA") and understands that if Seller is a foreign person or entity the Closing Agent may remit a portion of the amount realized from the sale to the Internal Revenue Service in compliance with FIRPTA.
- 15. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains any portion of any earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm or Listing Broker on Seller's behalf shall be paid therefrom and the balance will be divided equally between Seller and Firm.
- 16. ATTORNEY FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorney fees. In the event of trial, the successful party shall be entitled to an award of reasonable attorney fees and expenses; the amount of the attorney fees and expenses shall be fixed by the court. The venue of any suit shall be in Spokane County, Washington.
- 17. SELLER OPT-OUT.** Check one if applicable:
- a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet: or
  - b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
- I understand and acknowledge that, if I have selected option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

Initials of Seller (if a. or b. are selected): \_\_\_\_\_

NOTICE TO SELLER: THE TERMS OF THIS AGREEMENT, INCLUDING THE AGREED COMMISSION AND AMOUNT PAYABLE TO A COOPERATING FIRM, ARE NEGOTIABLE BETWEEN FIRM AND SELLER PRIOR TO SIGNATURE BY SELLER. THIS IS A LEGAL AND BINDING CONTRACT. IF SELLER DOES NOT UNDERSTAND ANY PORTION OF THIS AGREEMENT, SELLER IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

"FIRM": \_\_\_\_\_ (Listing Brokerage) By: \_\_\_\_\_ (Listing Broker)

"SELLER": \_\_\_\_\_ "SELLER": \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 Street City State Zip

Phone: \_\_\_\_\_ (Work) \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_



# SAR/MLS Property Data Form

\* Required Information  
\*\* Required on some prop. types

\*CLASS (Mark One)  Residential  Rental Income  Commercial  Land

MLS LISTING NUMBER

\* DUPLICATE LISTING  YES  NO  POT. SHORT SALE  YES  NO (If Yes) BANK APPROVED  YES  NO

\*LIST PRICE

\*HOUSE # ST DIR \*STREET NAME (50 char) \*ST SUFFIX

LOCATION  
# BLOCKS  N  S  
# BLOCKS  E  W

Address 2/Unit # (\*\*Required on Condos & Mfg Home-Leased Land) (50 char)

\*GRID # \*TOWN \*STATE \*ZIP CODE PLUS 4 \*COUNTY

\*\*ACRES MOL APX LOT SIZE SQ FT LOT FRT FT APX X LOT DEPTH APX \*\*FRONTAGE  PRIMARY  SECONDARY

BODY OF WATER NAME (25 char)  
(Required if Frontage is checked)

ZONE TAXES \*\*SPECIAL TAX DESIGNATION  YES  NO Required on Purchase & Sale Agmt

WELL APX GPM BAY NAME (25 char)

\*\*PARCEL NUMBER OR SEC TWP RNG (If no parcel number S-T-R required) SEC TWP RNG MULTIPLE PARCELS  YES  NO

ADDITIONAL PARCEL # (100)

SUBDIVISION/DEVELOPMENT NAME (50 char) \*COMMON INTEREST COMMUNITY  YES  NO HIGH SPEED INTERNET AVAIL  YES  NO

PUBLIC REMARKS (1024 char)

AGENT REMARKS (512 char)

SELLERS(S) SIGNATURE(S) SELLER(S) SIGNATURE(S) \*MLS PARTICIPANT SIGNATURE

The Seller represents and warrants that all of the information contained herein, all additional information, if any, now or hereafter furnished by the Seller to the Broker regarding the property, and all representations and warranties of the Seller contained herein are true and complete.





Address \_\_\_\_\_

MLS LISTING NUMBER \_\_\_\_\_

**MULTICLASS**

DIRECTIONS (255 char) \_\_\_\_\_

VIRTUAL TOUR URL - BRANDED (250 char) \_\_\_\_\_

VIRTUAL TOUR URL - NON-BRANDED (250 char) \_\_\_\_\_

ELEMENTARY SCHOOL (15 char) \_\_\_\_\_

MIDDLE SCHOOL (15 char) \_\_\_\_\_

SENIOR HIGH SCHOOL (15 char) \_\_\_\_\_

\*SCHOOL DISTRICT \_\_\_\_\_

POSSESSION (12 char) \_\_\_\_\_

CLOSING COMPANY (15 char) \_\_\_\_\_

TITLE COMPANY (50 char) \_\_\_\_\_

POWER COMPANY (10 char) \_\_\_\_\_

WATER COMPANY (10 char) \_\_\_\_\_

\*SELLER CITIZENSHIP (FIRPTA): SELLER  
 IS  IS NOT A FOREIGN PERSON  
FOR PURPOSES OF U.S. TAXATION

\*COOP. BROKER COMP. % OF SALE PRICE OR \$ AMOUNT \_\_\_\_\_

COMMISSION ARRANGEMENT IS  VARIABLE

\*LIST DATE \_\_\_\_\_

\*LISTING TYPE (Mark one)  EXCLUSIVE RIGHT TO SELL  EXCLUSIVE AGENCY

BROKER SERVICES: LIMITED  YES  NO MLS ENTRY ONLY  YES  NO

\*\*REO/LENDER OWNED (Required if Bank or Real Estate Owned)  YES  NO

\*\*RELO CORP OWNED  YES  NO 1031 EXCHANGE  YES  NO

\*IDX INCLUDE INTERNET  YES  NO

YES - WITHOUT ADDRESS

\*REALTOR.COM  YES  NO

\*EXPIRATION DATE \_\_\_\_\_

\*LIST OFFICE NAME \_\_\_\_\_

\*LIST AGENT NAME \_\_\_\_\_

2ND LIST OFFICE NAME \_\_\_\_\_

2ND LIST AGENT NAME \_\_\_\_\_

\*SELLER(S) LEGAL NAME (PRINTED) (50 char) \_\_\_\_\_

SELLER(S) LEGAL NAME (PRINTED) (50 char) \_\_\_\_\_

**RESIDENTIAL**

- \*SUBTYPE (Mark One)
- A Residential/Site Built
  - B Condominium
  - C To Be Built
  - D Mfg Home with Land
  - E Mfg Home-Leased Land
  - F Non-MLS Sold

SENIOR COMMUNITY  YES  NO

HOA  YES  NO

\*\*MO ASSMT \_\_\_\_\_  
(Req. on condos & PUDs)

Floor Level	#Bedrooms	#Baths	#Fplcs	#Fam Rms	Apx Sq Ft
BSMT	_____	_____	_____	_____	BSMT _____ %
1ST	_____	_____	_____	_____	_____
2ND	_____	_____	_____	_____	_____
3RD (Top)	_____	_____	_____	_____	_____
TOTALS	*BR _____	*BTH _____	FP _____	FR _____	SHOP _____ X _____
	Bedrooms	Baths	Fireplaces	Family	

\*NEW CONSTRUCTION  YES  NO

\_\_\_\_\_ / \_\_\_\_\_ (mm/yyyy)  
\*IF YES, APPROX BEG.

\_\_\_\_\_ / \_\_\_\_\_ (mm/yyyy)  
APPROX. FIN. DATE

\_\_\_\_\_ BUILDER NAME

**MANUFACTURED HOMES**

\*\*MH SERIAL # (Required on leased land) \_\_\_\_\_

\*\*MO LOT RENT (Req. on leased land) \_\_\_\_\_

MAKE OF MH (12 char) \_\_\_\_\_

MH WIDTH X MH LENGTH

NAME OF MH PARK (12 char) \_\_\_\_\_

MGR PHONE NUMBER \_\_\_\_\_

TITLE ELIMINATED  YES  NO L  
& I INSPECTION  YES  NO  
LAND HOME PKG  YES  NO

Required Information  
\*\*Required on some prop. types

Seller's Initials (\_\_\_\_) (\_\_\_\_)



Address \_\_\_\_\_

MLS LISTING NUMBER \_\_\_\_\_

**RESIDENTIAL, RENTAL INCOME AND COMMERCIAL**

\*GAR SIZE  0  1  2  3  4 OR MORE  OTHER

\*YEAR BUILT \_\_\_\_\_ YEAR REMODELED \_\_\_\_\_

CARPORIT SIZE  0  1  2  3  4 OR MORE  OTHER

# STORIES \_\_\_\_\_

CONTACT NAME (15 char) \_\_\_\_\_

CONTACT PHONE NUMBER \_\_\_\_\_

OCCUPIED BY  OWNER  TENANT

2ND CONTACT NAME (15 char) \_\_\_\_\_

2ND CONTACT PHONE NUMBER \_\_\_\_\_

TOTAL APX SQ FT \_\_\_\_\_

EXCLUDED ITEMS (50 char) \_\_\_\_\_

Green Features  Y Green Features  Y Green Certified  
Checking Green Features requires SAR Green Features Worksheet completed and uploaded to Associated Docs.

**RENTAL INCOME** Duplexes through Fourplexes - describe each unit - one on each line 5+ units - indicate how many units with 2BR, 1BTH, etc.

# OF UNITS	# BEDROOMS	# BATHS	APX SQ FT	MONTHLY RENT
Unit A _____	_____	_____	_____	_____
Unit B _____	_____	_____	_____	_____
Unit C _____	_____	_____	_____	_____
Unit D _____	_____	_____	_____	_____

\*# OF UNITS \_\_\_\_\_ \*GROSS MONTHLY INCOME \$ \_\_\_\_\_

ANNUAL FUEL \$ \_\_\_\_\_ ANNUAL MISC \$ \_\_\_\_\_ # RANGES \_\_\_\_\_ # GARAGES \_\_\_\_\_

ANNUAL WATER \$ \_\_\_\_\_ ULID AMOUNT \$ \_\_\_\_\_ # REFRIG \_\_\_\_\_ # CARPORTS \_\_\_\_\_

ANNUAL INSURANCE \$ \_\_\_\_\_ # AIR COND \_\_\_\_\_ # PARKING SP \_\_\_\_\_

**COMMERCIAL**

MARK APPLICABLE  \*REAL PROPERTY  YES  NO  \*BUSINESS OPPORTUNITY  YES  NO  \*LEASE  YES  NO

ANNUAL LSE RATE BY SQ FT \_\_\_\_\_ ANNUAL 3-NET RATE BY SQ FT \_\_\_\_\_ OR ANNUAL CAM RATE BY SQ FT \_\_\_\_\_ TOTAL GROSS LSE RATE PER MO \_\_\_\_\_ LEASE TERM YRS \_\_\_\_\_ BLDG SIZE SPACE AVAIL \_\_\_\_\_

USE TYPE (12 char) \_\_\_\_\_ WHSE CEILING HEIGHT \_\_\_\_\_ LOADING DOCK \_\_\_\_\_ DRIVE IN DOORS \_\_\_\_\_ # ONSITE PARKS \_\_\_\_\_ # STORIES \_\_\_\_\_

HAZARDOUS MATERIALS (26 char) \_\_\_\_\_

**WHO PAYS COSTS**

- T=TENANT / L = LANDLORD
- MAINT STRUCTURAL  T  L
  - MAINT ROOF  T  L
  - MAINT EXT WALLS  T  L
  - MAINT GROUNDS  T  L
  - MAINT INTERIOR  T  L
  - MAINT HEAT A/C SYS  T  L
  - REAL ESTATE TAX  T  L
  - REAL PROP INS  T  L
  - LIABILITY INS  T  L
  - UTILITIES  T  L
  - COMMON AREA  T  L

\* Required Information  
\*\* Required on some prop. types

The Seller represents and warrants that all of the information contained herein, all additional information, if any, now or hereafter furnished by the Seller to the Broker regarding the property, and all representations and warranties of the Seller contained herein are true and complete.

Seller's Initials (\_\_\_\_) (\_\_\_\_)



**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
<b>1. TITLE</b>				
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 \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
<b>PLEASE NOTE:</b> 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
<b>2. WATER</b>					62
A. Household Water					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
*(3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain: _____					71
*(5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
B. Irrigation Water					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
*(b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
*(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
*(3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					93
A. The property is served by:					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> 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). 121  
 122  
 123

**4. STRUCTURAL** 124

*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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'S INITIALS

Date

SELLER'S INITIALS

Date



**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	149
<b>5. SYSTEMS AND FIXTURES</b>					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151 152
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.)					162 163
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"/>	173 174
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175 176
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177 178
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
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					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
<b>7. ENVIRONMENTAL</b>					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 \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205 206 207
*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"/>	208 209
*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"/>	210
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
*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"/>	212
<b>8. LEAD BASED PAINT (Applicable if the house was built before 1978).</b>					213
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). _____					215 216
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					217
B. Records and reports available to the Seller (check one below):					218
<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). _____					219 220 221
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					222
<b>9. MANUFACTURED AND MOBILE HOMES</b>					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
<b>10. FULL DISCLOSURE BY SELLERS</b>					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.					234 235 236 237
_____ Seller	_____ Date	_____ Seller	_____ Date		238 239

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). 240  
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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

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

**SELLER:** \_\_\_\_\_  
Seller Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. 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 a 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	
<b>1. TITLE</b>					
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"/>	40
*B. Is title to the property subject to any of the following?					41
(1) First right of refusal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(2) Option .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
(4) Life estate? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46
*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"/>	47
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*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"/>	52
*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"/>	53
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58
<b>PLEASE NOTE:</b> 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.					59 60 61 62
<b>2. WATER</b>					63
A. Household Water					64
(1) Does the property have potable water supply? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					66
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					67
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69 70
*(4) Are there any problems or repairs needed?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72 73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76 77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78 79
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
B. Irrigation Water					85
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87
(a) If yes, has all or any portion of the water right not been used for five or more successive years?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88 89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90 91

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
If so, please identify the entity that supplies irrigation water to the property:					93
_____					94
					95
					96
C. Outdoor Sprinkler System					97
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
<b>3. SEWER/SEPTIC SYSTEM</b>					101
A. The property is served by:					102
<input type="checkbox"/> Public sewer system					103
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					104
<input type="checkbox"/> Other disposal system					105
Please describe: _____					106
B. 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"/>	107
					108
C. If the property is connected to an on-site sewage system:					109
* (1) Was a permit issued for its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
* (2) 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"/>	111
(3) Is the septic system a pressurized system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
(4) Is the septic system a gravity system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
* (5) 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"/>	114
(6) 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"/>	115
If no, please explain: _____					116
					117
* (7) 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"/>	118
					119
<b>4. ELECTRICAL/GAS</b>					120
A. Is the property served by natural gas? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
B. Is there a connection charge for gas? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
C. Is the property served by electricity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
D. Is there a connection charge for electricity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*E. Are there any electrical problems on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
<b>5. FLOODING</b>					126
A. Is the property located in a government designated flood zone or floodplain? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
<b>6. SOIL STABILITY</b>					128
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
					130
<b>7. ENVIRONMENTAL</b>					131
*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"/>	132
					133
*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"/>	134
*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"/>	135
					136
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"/>	137
*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"/>	138
					139
					140
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
*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"/>	143
					144
*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"/>	145
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
*K. Are there any radio towers that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					148
A. Is there a homeowners' association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
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: _____					150
					151
					152
B. Are there regular periodic assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					154
<input type="checkbox"/> Other: _____					155
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
					158
					159
<b>9. OTHER FACTS</b>					160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
					163

**SELLER DISCLOSURE STATEMENT  
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164 165
D. Do you have a forest management plan? If yes, attach. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*E. Have any development-related permit applications been submitted to any government agencies?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
If the answer to E is "yes," what is the status or outcome of those applications?					169
_____					170
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171 172
<b>10. FULL DISCLOSURE BY SELLERS</b>					173
A. Other conditions or defects:					174
*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"/>	175 176
B. Verification					177
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.					178 179 180 181
_____ Seller _____ Date _____ Seller _____ Date _____					182 183

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).	184 185
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**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

(Continued)

<b>II. NOTICES TO THE BUYER</b>	211
<b>1. SEX OFFENDER REGISTRATION</b>	212
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.	213 214 215
<b>2. PROXIMITY TO FARMING/WORKING FOREST</b>	216
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.	217 218 219 220
<b>3. OIL TANK INSURANCE</b>	221
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.	222 223 224
<b>III. BUYER'S ACKNOWLEDGEMENT</b>	225
<b>1. BUYER HEREBY ACKNOWLEDGES THAT:</b>	226
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.	227 228
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.	229 230
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.	231 232
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	233
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).	234 235
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.	236 237 238 239 240 241
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.	242 243 244
_____ Buyer _____ Date _____ Buyer _____ Date	245 246
<b>2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER</b>	247
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.	248 249
_____ Buyer _____ Date _____ Buyer _____ Date	250 251
<b>3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT</b>	252
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.	253 254 255
_____ Buyer _____ Date _____ Buyer _____ Date	256 257
SELLER'S INITIALS _____ Date _____ SELLER'S INITIALS _____ Date	

### REQUEST FOR LOAN INFORMATION

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

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

\_\_\_\_\_  
 Seller Date Seller Date 8

**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:**

Buyer gives notice that the sum of (a) the appraised value and (b) Buyer's Additional Funds in the Increased Down Payment for Low Appraisal Addendum to Purchase and Sale Agreement (Form 22AD) is \$ \_\_\_\_\_, which is an amount less than the Purchase Price. 5  
6  
7  
8

\_\_\_\_\_  
Buyer Date Buyer Date 9  
10

**SELLER'S RESPONSE:**

**CONSENT TO REDUCTION IN PURCHASE PRICE.** Seller consents to reduce the Purchase Price to \$ \_\_\_\_\_ (an amount equal to the appraised value plus Buyer's Additional Funds). \*A consent to the reduction in Purchase Price is not a notice and must be signed by each Seller. 11  
12  
13  
14

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

\_\_\_\_\_  
Seller Date Seller Date 17  
18

### 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

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

**EVIDENCE OF FUNDS 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. DEFINITIONS.** 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6 7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8 9 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11 12 13

**2.  EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within \_\_\_\_\_ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20 21

**3.  DISCLOSURE OF CONTINGENT FUNDS.** Buyer is relying on Contingent Funds for the Purchase Price: 22

- Loan: \_\_\_\_\_ 23
- Sale of the following owned by Buyer: \_\_\_\_\_ 24
- Gift of \$ \_\_\_\_\_ from \_\_\_\_\_ 25
- Funds not readily convertible to liquid United States funds (describe): \_\_\_\_\_ 26  
\_\_\_\_\_ 27
- Other (describe): \_\_\_\_\_ 28

Buyer shall provide Evidence to Seller \_\_\_\_\_ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29 30 31 32 33 34

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35 36 37

**4. BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38 39 40

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

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

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

**Lead Warning Statement** 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6  
notified that such property may present exposure to lead from lead-based paint that may place young children at 7  
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8  
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9  
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10  
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11  
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12  
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14

**Seller's Disclosure** 15

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 16

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 17

\_\_\_\_\_  
\_\_\_\_\_ 18  
\_\_\_\_\_ 19

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 20

(b) Records and reports available to the Seller (check one below): 21

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead- 22  
based paint hazards in the housing (list documents below). 23

\_\_\_\_\_  
\_\_\_\_\_ 24  
\_\_\_\_\_ 25

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 26

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 27  
and information provided by Seller are true and accurate. 28

\_\_\_\_\_  
Seller Date Seller Date 29

\_\_\_\_\_  
Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

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

**Buyer's Acknowledgment** 30

(c) Buyer has received copies of all information listed above. \_\_\_\_\_ 31  
Buyer Initials Buyer Initials

(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 and/or lead-based paint hazards. 34  
35

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

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

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

Seller may, at Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 45  
46  
47  
48  
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If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not filled in) after expiration of the time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 53  
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Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 61  
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 to ensure compliance. 64  
65

\_\_\_\_\_  
 Buyer Broker Date Listing Broker Date 66

\_\_\_\_\_  
 Buyer Initials    Date    Buyer Initials    Date    Seller Initials    Date    Seller Initials    Date





**LAND AND ACREAGE 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. **BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 5 6
  - a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property. 7 8 9 10
  - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems. 11 12 13 14 15
  - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment. 16 17 18 19
  - d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times. 20 21 22 23 24 25 26
  - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future. 27 28 29 30
  - f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation. 31 32
  - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly. 33 34 35 36 37
  - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred. 38 39
  - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements. 40 41
  - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

**LAND AND ACREAGE ADDENDUM**

*Continued*

**2. CONTINGENCIES:** 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

<b>Paid by Buyer</b>	<b>Paid by Seller</b>		<b>Contingency period (10 days if not filled in)</b>	55
				56

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

Seller shall deliver to Buyer the maintenance records, if 82  
 available, of the OSS serving the Property within \_\_\_\_\_ 83  
 days (10 days if not filled in) of mutual acceptance. 84

<input type="checkbox"/>	<input type="checkbox"/>	<b>iv. Water Quality.</b> Water quality and/or purity tests showing 85 water meets the approval standards of the Department of 86 Ecology and the standards of the governing county. Water 87 quality tests to be performed by a qualified professional. 88	_____ days	85
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Water quality and/or purity tests  shall;  shall not be 89  
 submitted to a private lab for further evaluation. 90

**LAND AND ACREAGE ADDENDUM**

*Continued*

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

**3. ADDITIONAL PROVISIONS** (check as applicable) 99

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

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

**Irrigation and Water** Seller represents that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation/frost 113  
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should 114  
consult with an attorney to facilitate the transfer of any water rights. 115

**Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 116  
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 117  
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 118  
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 119  
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 120  
extent delegated to and assumed by Buyer hereunder. 121

**Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 122  
before \_\_\_\_\_. A party shall conclusively be deemed to have waived this contingency unless 123  
notice in conformance with this Agreement is provided to the other party by the foregoing date. 124

**Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 125  
the Agreement:  portable buildings;  sheds and other outbuildings;  game feeders;  livestock feeders 126  
and troughs;  irrigation equipment;  fuel tanks;  submersible pumps;  pressure tanks;  corrals and 127  
pens;  gates and fences;  chutes;  other: \_\_\_\_\_ . 128

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

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

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

**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:

\_\_\_\_\_  
\_\_\_\_\_ .

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

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

**6. TAX DESIGNATION.**

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

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

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



**LAND AND ACREAGE ADDENDUM**

*Continued*

**2. CONTINGENCIES:**

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

Paid by Buyer	Paid by Seller		Contingency period (10 days if not filled in)	
<input type="checkbox"/>	<input type="checkbox"/>	i. <b>Survey.</b> 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. <b>Perc Test.</b> 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. <b>On-Site Sewage System.</b> The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional. If Seller had the OSS inspected within _____ months (12 months if 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 system unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	69 70 71 72 73 74 75 76 77 78 79
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		80 81
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		82 83 84
<input type="checkbox"/>	<input type="checkbox"/>	iv. <b>Water Quality.</b> Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	85 86 87 88
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		89 90

**LAND AND ACREAGE ADDENDUM**

*Continued*

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

**3. ADDITIONAL PROVISIONS** (check as applicable) 99

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

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

**Irrigation and Water** Seller represents that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation/frost 113  
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should 114  
consult with an attorney to facilitate the transfer of any water rights. 115

**Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 116  
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 117  
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 118  
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 119  
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 120  
extent delegated to and assumed by Buyer hereunder. 121

**Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 122  
before \_\_\_\_\_. A party shall conclusively be deemed to have waived this contingency unless 123  
notice in conformance with this Agreement is provided to the other party by the foregoing date. 124

**Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 125  
the Agreement:  portable buildings;  sheds and other outbuildings;  game feeders;  livestock feeders 126  
and troughs;  irrigation equipment;  fuel tanks;  submersible pumps;  pressure tanks;  corrals and 127  
pens;  gates and fences;  chutes;  other: \_\_\_\_\_ . 128

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

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

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



**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:

\_\_\_\_\_  
\_\_\_\_\_ .

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

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

**6. TAX DESIGNATION.**

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

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

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

# MANUFACTURED HOME ADDENDUM

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

**1. Property Description.** Manufacturer: \_\_\_\_\_ 5  
VIN No.: \_\_\_\_\_ 6  
Year: \_\_\_\_\_ 7

**Title Elimination.** The certificate of ownership ("Title") to the manufactured home on the Property shall be 8  
eliminated as provided for in Washington Administrative Code Section 308-56A-505 prior to Closing. Seller 9  
shall, at Seller's expense, make a good faith effort to eliminate Title and provide notice to Buyer thereof no 10  
less than \_\_\_\_\_ days (5 days, if not filled in) before Closing. If Seller fails to timely eliminate title and 11  
give notice thereof, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 12

**No Title Elimination.** The certificate of ownership ("Title") to the manufactured home on the Property will 13  
not be eliminated prior to Closing. The manufactured home shall be transferred as personal property 14  
pursuant to Washington Administrative Code Section 308-56A-525. 15

**3. Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes, 16  
including manufactured homes with title eliminated, are subject to regulation by the Washington State 17  
Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including 18  
regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in 19  
addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum 20  
(NWMLS Form 35), Buyer shall have \_\_\_\_\_ days (20 days, if not filled in) from mutual acceptance to 21  
inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or 22  
before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's 23  
notice, Seller shall have \_\_\_\_\_ (15 days, if not filled in) to give notice that Seller has remedied the 24  
deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 25

**4. Conflicts Between Addendum and Agreement.** To the extent of any conflicts or inconsistencies between the 26  
Agreement and this Addendum, the terms of this Addendum shall control. 27

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

### WELL 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

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL OR WATER SUPPLY SYSTEM SERVING THE PROPERTY. 5 6

**1. Number of Connections.** Seller represents that the well currently has \_\_\_\_\_ (one, if not filled in) connection(s). 7 8

**2. Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the well and water supply system serving the Property (a) provide an adequate supply of household and yard water for Seller's use; (b) are **not** presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other material defects. 9 10 11 12 13

**3. Well Documents Review Period.** Seller shall deliver to Buyer all documents in Seller's possession associated with the well, including, but not limited to shared well agreements and maintenance records, within \_\_\_\_\_ days (10 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 above documents or the date that the above documents are due, whichever is earlier, then this well documents 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. 14 15 16 17 18 19 20

**4. Well Inspection Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the well and water supply system serving the Property. Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and water supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) completed at Buyer's expense. Buyer shall have the right to attend the inspection. This contingency shall be waived unless Buyer gives written notice of disapproval of the inspection report within \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 21 22 23 24 25 26 27 28 29 30 31

**5. Local Requirements.** Buyer acknowledges that water supply requirements and water use limits vary by city, county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and water use limits for the Property. 32 33 34

**6. Other.** 35 36 37 38 39 40 41 42 43

**SEPTIC 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

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY SPECIFIC SEPTIC ADDENDUM. 5  
6  
7

1. **Type of OSS.** The Property is served by: 8

- Private Septic System 9
- Shared Septic System 10

2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 11  
12  
13

3. **Maintenance Records.** 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. 14  
15

4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may require Seller to conduct an inspection of the OSS prior to the sale of the Property. 16  
17

5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if the inspector determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if necessary, pumped within \_\_\_\_\_ months (12 months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender. 18  
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- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection. 25  
26  
27

6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's subjective satisfaction of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within \_\_\_\_\_ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 28  
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7. **Other.** 33

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39  
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Buyer's Initials          Date          Buyer's Initials          Date          Seller's Initials          Date          Seller's Initials          Date

**SHORT SALE 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. **SHORT SALE.** A “Short Sale” is a transaction that depends on Seller’s creditor(s)’ agreement to accept less than the amount secured by the Property in order to satisfy Seller’s obligations at Closing. Buyer and Seller acknowledge that the purchase price is insufficient to cover Seller’s obligations at Closing and that this Agreement constitutes a Short Sale. 5-8
2. **SHORT SALE CONTINGENCY.** This Agreement is contingent upon Seller obtaining written consent from Seller’s creditor(s) for the Short Sale and Seller’s acceptance of any conditions imposed by Seller’s creditor(s) (“Lender Consent”). Seller shall have \_\_\_\_\_ days (60 days, if not filled in) after mutual acceptance to obtain Lender Consent. If Seller timely gives notice of Lender Consent to Buyer (“Notice of Lender Consent”), then this contingency shall be deemed satisfied. If Seller fails to timely give Notice of Lender Consent to Buyer, then this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. If Seller becomes aware that Seller’s creditor(s) did not consent to the Agreement or if Seller decides not to accept the conditions imposed by Seller’s creditor(s), Seller shall give notice to Buyer of that fact within 2 days and upon Seller’s notice, this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. Buyer and Seller acknowledge that Seller has limited control over whether Seller’s creditor(s) will consent to the sale and when such consent is given. 9-19
3. **OFFERS FROM OTHER BUYERS.** Seller may accept offers from other buyers to purchase the Property to submit to Seller’s creditor(s). The parties are advised that some creditors may require that Seller submit multiple offers in order to satisfy Seller’s obligations to its creditors. Buyer acknowledges that this Agreement does not have any priority over agreements with or offers from other buyers. Seller has limited control over which agreement Seller’s creditor(s) may approve, and Seller may continue to market the Property. At the time of the offer, Buyer is advised to inquire about other offers that Seller may have already accepted. 20-25  
 If, after mutual acceptance, Seller submits an offer from another buyer to Seller’s creditor(s), Seller must give notice to Buyer of that fact within 2 days of each such offer (“Notice of Additional Offer”). Buyer may terminate this Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the Earnest Money, if deposited, shall be refunded to Buyer. 26-29
4. **TERMINATION BY BUYER.** Buyer  may;  may not (may, if not filled in) terminate this Agreement at any time prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under any other condition or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Agreement under this Section, the Earnest Money, if deposited, shall be refunded to Buyer. 30-33
5. **COMPUTATION OF TIME.** For the purposes of computing time only (except for paragraph 2 above and the specific items checked below), all timelines in this Agreement shall begin on the date of Notice of Lender Consent. The timelines for the following items, if checked, shall instead begin on mutual acceptance: 34-36
 

<input type="checkbox"/> Deposit of Earnest Money	<input type="checkbox"/> Inspection Addendum (Form 35)	37
<input type="checkbox"/> Financing Addendum (Form 22A)	<input type="checkbox"/> Title Contingency Addendum (Form 22T)	38
<input type="checkbox"/> Buyer’s Sale of Property Contingency Add. (Form 22B)	<input type="checkbox"/> Septic Addendum (Form 22S)	39
<input type="checkbox"/> Homeowner’s Assoc. Review Period (Form 22D)	<input type="checkbox"/> Neighborhood Review (Form 35 or 35N)	40
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	41
6. **CLOSING.** The Closing Date shall be \_\_\_\_\_ days (30 days, if not filled in) after Notice of Lender Consent, which date shall supersede the Closing Date otherwise provided for in this Agreement. 42-43
7. **IMPLICATIONS OF A SHORT SALE.** The parties acknowledge that this Addendum does not fully explain all of the implications of a Short Sale. The parties are advised to seek the advice of third party professionals regarding this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Short Sale Seller Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions. 44-47
8. **NOTICES.** NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for any notice required by this Addendum. 48-49

\_\_\_\_\_  
 Buyer’s Initials                      Date                      Buyer’s Initials                      Date                      Seller’s Initials                      Date                      Seller’s Initials                      Date

### ADDITIONAL SIGNER ADDENDUM TO PURCHASE & SALE AGREEMENT

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

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

1.  Buyer;  Seller 7

_____	_____	8
Name of Signer	Status	
_____	_____	9
Signature	Date	

2.  Buyer;  Seller 10

_____	_____	11
Name of Signer	Status	
_____	_____	12
Signature	Date	

3.  Buyer;  Seller 13

_____	_____	14
Name of Signer	Status	
_____	_____	15
Signature	Date	

4.  Buyer;  Seller 16

_____	_____	17
Name of Signer	Status	
_____	_____	18
Signature	Date	

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

**CONDOMINIUM RESALE CERTIFICATE**

Unit No. \_\_\_\_\_ 1  
 In the: \_\_\_\_\_ Condominium 2  
 Buyer: \_\_\_\_\_ Buyer \_\_\_\_\_ 3

**Instructions:** This form or a statutory equivalent must be prepared by the association, its officer, or its authorized agent. It cannot be prepared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer and unit owner must sign this certificate. If there is insufficient space below to fully answer any question, or there is additional information which would affect any answer, the preparer should include this in Section 17 (Remarks). 4-7

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this certificate. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first. 8-11

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

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

**2. ASSESSMENT** 19

(a) The current monthly common expense assessment for the unit is \$ \_\_\_\_\_ 20  
 (b) Past due and unpaid monthly common expense assessments against the unit total \$ \_\_\_\_\_ 21  
 (c) There are special assessments levied against the unit totaling \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ is past due, and the balance is payable per  month  other (describe): \_\_\_\_\_ 22-26  
 (d) In addition to the monthly and special assessments in 2b & c above, \$ \_\_\_\_\_ is past due and unpaid against the unit for (describe): \_\_\_\_\_ 27-30

**3. DELINQUENT ASSESSMENTS RECEIVABLE.** As of \_\_\_\_\_ (must be a date within the past 45 days) there are monthly assessments and/or special assessments against units in the association that are past due over 30 days, as follows:  none;  totaling \$ \_\_\_\_\_ 31-33

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

**5. FEES.** The following fees are payable by unit owners:  fines for violation of rules;  late payments;  move-in;  resale certificate;  record copying;  parking;  storage;  rental of units;  use of common facilities (describe): \_\_\_\_\_ 37-40

Other: (describe): \_\_\_\_\_ 41-43

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_ Date  
 Buyer's Initials Buyer's Initials Seller's Initials Seller's Initials

**CONDOMINIUM RESALE CERTIFICATE**

*Continued*

<b>6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.</b>	44
(a) There <input type="checkbox"/> are; <input type="checkbox"/> are not anticipated repair or replacement costs in excess of 5% of the annual budget of the association that have been approved by the board of directors.	45 46
If there are, the amount is \$ _____	47
(b) The association has cash reserves for repairs and/or replacements, as follows:	48
<input type="checkbox"/> none; <input type="checkbox"/> \$ _____ . If a dollar amount is filled in, then <input type="checkbox"/> none; <input type="checkbox"/> \$ _____	49
of those reserves has been designated by the association for the following projects (describe):	50
	51
	52
<b>7. JUDGMENTS AND SUITS.</b> There are unsatisfied judgments against the Association, as follows:	53
<input type="checkbox"/> none; <input type="checkbox"/> totaling \$ _____	54
<b>8. PENDING SUITS.</b> There are pending suits or legal proceedings in which the association is a party: <input type="checkbox"/> none; <input type="checkbox"/> as follows (state parties, nature of the suit(s), amounts claimed, and the status of the suit):	55 56
	57
	58
<b>9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION.</b> There <input type="checkbox"/> are; <input type="checkbox"/> are not any alterations or improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are, please describe:	59 60 61
	62
	63
<b>10. DECLARANT UNITS/OCCUPANCY.</b>	64
(a) There are _____ units in the association that are owned by the declarant/developer.	65
(b) The declarant/developer <input type="checkbox"/> transferred control of the association to the unit owners on _____; <input type="checkbox"/> has not transferred control of the association.	66 67
(c) Of the total number of units in the association, _____ are principal residences of the owners; _____ are second or recreational homes; _____ are rented; and _____ are vacant.	68 69
(d) There <input type="checkbox"/> is; <input type="checkbox"/> is not any one person or entity that owns more than 10% of the total units in the association. If there are, the owners' names and the number of units they own are:	70 71
	72
	73
	74
<b>11. CODE VIOLATIONS.</b> The unit, the limited common elements assigned to the unit, or any other portion of the condominium <input type="checkbox"/> do; <input type="checkbox"/> do not violate health or building codes. If there are any violations, please describe:	75 76
	77
	78
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### CONDOMINIUM RESALE CERTIFICATE

*Continued*

<b>12. LEASES.</b>	80
(a) The title of the unit is held in <input type="checkbox"/> fee simple; <input type="checkbox"/> leasehold.	81
(b) There <input type="checkbox"/> is; <input type="checkbox"/> is not any leasehold estate affecting the association. If there is, please describe (including any extension or renewal provisions thereof):	82 83 84 85 86
<b>13. FINANCING APPROVAL.</b> The condominium has been approved for financing by (check as appropriate): <input type="checkbox"/> FNMA; <input type="checkbox"/> FHLMC; <input type="checkbox"/> VA; <input type="checkbox"/> FHA.	87 88
<b>14. INSURANCE.</b>	89
(a) The insurance agent for the association's master policy is:	90
Name: _____	91
Address: _____	92
Phone: _____	93
(b) Describe any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.).	94 95 96 97
<b>15. WARRANTIES AND WARRANTY CLAIMS.</b>	98
(a) The units <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	99
(b) The common elements <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	100
(c) Claims <input type="checkbox"/> have; <input type="checkbox"/> have not been made under the warranty. If claims have been made, for each, please describe:	101
(i) The type of claim that was made;	102
(ii) The resolution of the claim;	103
(iii) The type of repair performed;	104
(iv) The date of the repair;	105
(v) The cost of the repair; and	106
(vi) The name of the person or entity who performed the repair.	107
<b>16. EXHIBITS.</b> The following exhibits must be attached:	108
(a) Condominium declaration, and any amendments thereto, showing recording numbers.	109
(b) Condominium bylaws, and any amendments thereto.	110
(c) Condominium rules and regulations, and any amendments thereto.	111
(d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.	112 113
(e) A balance sheet and revenue and expense statement of the association, prepared on an accrual basis, which shall be current to within 120 days.	114 115
(f) Current operating budget of the association.	116
(g) Association current reserve study. Check the box that applies:	117
(i) <input type="checkbox"/> The association's current reserve study is attached.	118
(ii) <input type="checkbox"/> This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.	119 120 121 122

**CONDOMINIUM RESALE CERTIFICATE**

*Continued*

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

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Date: \_\_\_\_\_

145

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

146  
147  
148

\_\_\_\_\_  
Association

By \_\_\_\_\_  
Preparer

149

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

150

\_\_\_\_\_  
Unit Owner/Seller

151

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

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153  
154

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

155

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



### PRE-INSPECTION AGREEMENT

This Pre-Contract Inspection Agreement (“Agreement”) is made this \_\_\_\_\_ 1  
 between \_\_\_\_\_ (“Buyer”) 2  
Buyer Buyer  
 and \_\_\_\_\_ (“Seller”) 3  
Seller Seller  
 in anticipation of the negotiation of a purchase and sale agreement between them for the real property located at \_\_\_\_\_ 4  
Address City State Zip (the “Property”). 5

1. **Pre-Contract Inspection.** Seller agrees that Buyer may inspect the Property at a mutually convenient time and date. Buyer’s inspection may include, at Buyer’s option, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 6-9
2. **Buyer’s Obligations.** All inspections are to be (a) ordered by Buyer (b) performed by an inspector of Buyer’s choice and (c) completed at Buyer’s expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller’s permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer’s behalf. Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise. 10-17
3. **Sewer Inspection.** Buyer’s inspection of the Property  may;  may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line. 18-20
4. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed to in writing by Buyer and Seller. 21-23
5. **No Further Obligation.** The parties understand that this Agreement does not obligate the Buyer or Seller to consider or enter into a purchase and sale agreement. 24-25
6. **Attorneys’ Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to attorneys’ fees and expenses. 26-27
7. **Indemnification.** Buyer shall indemnify, defend, and hold Seller harmless from any and all costs and claims for personal injury that arise as a result of Buyer’s conducting the inspection, except insofar as any such claims arise from Seller’s negligence or intentional misconduct. 28-30

Buyer’s Signature	Date	Seller’s Signature	Date
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Buyer’s Signature	Date	Seller’s Signature	Date
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Selling Broker	MLS LAG No.	Selling Firm
----------------	-------------	--------------

Selling Broker’s E-mail Address	Selling Broker’s Phone Number
---------------------------------	-------------------------------





### ESCALATION ADDENDUM 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 Escalation Addendum (Form 35E). 5

**BUYER'S NOTICE OF NON-COMPETING OFFER** 6  
Buyer hereby gives notice that the offer used to escalate the Purchase Price does not qualify as a Competing Offer 7  
under Paragraph 2 of Form 35E. 8

\_\_\_\_\_  
Buyer Date Buyer Date 9

**BUYER'S NOTICE OF NEW PURCHASE PRICE** 10  
Buyer hereby gives notice that the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 11  
incorrect. The new Purchase Price is calculated as follows: 12

Purchase Price of Competing Offer \$ \_\_\_\_\_ 13  
(or the maximum purchase price of the Competing Offer 14  
if it contains an escalation provision) 15

Less Credits (if any) to Buyer in Competing Offer \$ \_\_\_\_\_ 16

Plus Credits (if any) to Seller in Competing Offer \$ \_\_\_\_\_ 17

**Competing Offer Net Purchase Price** \$ \_\_\_\_\_ 18

Plus Escalation Amount (this offer) \$ \_\_\_\_\_ 19

Plus Credits (if any) to Buyer (this offer) \$ \_\_\_\_\_ 20

Less Credits (if any) to Seller (this offer) \$ \_\_\_\_\_ 21

**New Purchase Price** \$ \_\_\_\_\_ 22

\_\_\_\_\_  
Buyer Date Buyer Date 23

**SELLER'S NOTICE OF TERMINATION** 24  
Buyer provided notice that  the offer used to escalate the Purchase Price does not qualify as a Competing Offer 25  
under Paragraph 2 of Form 35E;  the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 26  
incorrect. 27

Seller therefore elects to terminate the Agreement and instructs the party holding the Earnest Money to disburse 28  
the Earnest Money to Buyer. 29

\_\_\_\_\_  
Seller Date Seller Date 30





**WITHDRAWAL OF OFFER OR COUNTEROFFER**

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

- TO:             Seller and Listing Broker            5  
                   Buyer and Selling Broker            6

The attached  Offer;  Counteroffer is withdrawn. 7

\_\_\_\_\_  
 Seller;  Buyer    Date

\_\_\_\_\_  
 Seller;  Buyer    Date 8  
9





## SECOND BUYER'S ADDENDUM

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

1. **Property Subject to Prior Contingent Sale.** Second Buyer acknowledges that the Property is subject to a 5  
prior purchase and sale agreement (the "Prior Sale") between Seller and \_\_\_\_\_ 6  
("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7  
Buyer's property ("Buyer's Property") on or before \_\_\_\_\_. The Prior Sale provides if Seller accepts another 8  
offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9  
"Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10  
has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11  
Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12  
of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has 14  
received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15
  - a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16
  - b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17  
but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18  
(Form 35) and Septic Addendum (Form 22S). 19
  - c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20  
consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21
  - d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22
  - e. Second Buyer's Financing Addendum (Form 22A). 23
  - f. Second Buyer's approval of \_\_\_\_\_ . 24
3. **Bump Notice.** Within \_\_\_\_\_ days (1 day if not filled in) of Second Buyer's notice that all contingencies 25  
selected in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice shall be given to First 26  
Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27  
Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28  
then Second Buyer shall be in default. 29
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or 30  
waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the 31  
same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32  
Second Buyer. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 33
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating 34  
the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – 35  
First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36  
may be given on the Contingency Property Notice (Form 90K) or similar form. 37
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the 38  
deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 39
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and 40  
effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41  
Agreement, this Addendum shall control. 42

\_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

### AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1  
2  
3

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: \_\_\_\_\_ 5

**THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT  
OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"** 6  
7

\_\_\_\_\_  
Signature Date 8

\_\_\_\_\_  
Signature Date 9

\_\_\_\_\_  
Signature Date 10

\_\_\_\_\_  
Signature Date 11

BROKER \_\_\_\_\_  
Print/Type 12

BROKER'S SIGNATURE \_\_\_\_\_ 13

FIRM NAME AS LICENSED \_\_\_\_\_  
Print/Type 14

FIRM'S ASSUMED NAME (if applicable) \_\_\_\_\_  
Print/Type 15

**AGENCY DISCLOSURE  
MULTIPLE BROKERS**

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

This form is for use when more than one broker represents one or both of the parties. The Agency Disclosure on page 5  
one of the Agreement is modified to include the following additional disclosure: 6

Additional Selling Broker(s): 7

\_\_\_\_\_  
Selling Firm MLS Office No. Selling Broker represents:  Buyer;  Seller; 8  
 both parties;  neither party 9  
\_\_\_\_\_  
Selling Broker (Print) MLS LAG No. 10

\_\_\_\_\_  
Selling Firm MLS Office No. Selling Broker represents:  Buyer;  Seller; 11  
 both parties;  neither party 12  
\_\_\_\_\_  
Selling Broker (Print) MLS LAG No. 13

Additional Listing Broker(s): 14

\_\_\_\_\_  
Listing Firm MLS Office No. Listing Broker represents:  Seller;  both parties 15  
\_\_\_\_\_  
Listing Broker (Print) MLS LAG No. 16

\_\_\_\_\_  
Listing Firm MLS Office No. Listing Broker represents:  Seller;  both parties; 17  
\_\_\_\_\_  
Listing Broker (Print) MLS LAG No. 18

\_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**BUMP NOTICE**

*(Notice that Seller has accepted another offer)*

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

Unless Buyer gives notice before expiration of the Bump Period that Buyer has satisfied or waived the contingency, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should use the Bump Response (Form 46) to respond to this notice. 7  
8  
9

\_\_\_\_\_  
Seller Date Seller Date 10

### 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



**CONDITIONAL RELEASE OF LISTING**

Property Address \_\_\_\_\_ 1  
Address City State Zip

MLS No. \_\_\_\_\_ Listed Price \$ \_\_\_\_\_ 2

Seller \_\_\_\_\_ 3  
Seller Seller

Listing Firm \_\_\_\_\_ Office No. \_\_\_\_\_ 4

**CONDITIONAL RELEASE OF LISTING**

5

Seller and Listing Firm agree that the Exclusive Sale and Listing Agreement related to the above property ("Listing Agreement") is hereby rescinded, and each party releases the other therefrom; provided, however, **Seller shall pay Listing Firm the commission specified in the Listing Agreement if the property is sold under the terms of an agreement entered into:** 6  
7  
8  
9

Within six (6) months from the date hereof to any person to whose attention it was brought through the signs, advertising or other action of Listing Firm, or on information secured directly or indirectly from or through Listing Firm during the term of the Listing Agreement; provided if a commission is paid to a member of MLS (as defined in the Listing Agreement) or a cooperating multiple listing service in conjunction with such a sale, the amount of commission payable to Listing Firm shall be reduced by the amount paid to such other member(s). 10  
11  
12  
13  
14  
15  
16

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ 17

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ 18

Listing Firm: \_\_\_\_\_ 19

By: \_\_\_\_\_ Dated: \_\_\_\_\_ 20  
Listing Broker

### TERMINATION OF SELLER REPRESENTATION AGREEMENT

\_\_\_\_\_ (“Property”) 1  
Street Address City State Zip

Seller \_\_\_\_\_ 2  
Seller Seller

Real Estate Firm or “Firm” \_\_\_\_\_ 3

#### Termination of Seller Representation Agreement 4

The Seller Representation Agreement (No Marketing – Sale to Identified Buyer) (Form 47) between Seller and Firm 5  
(the "Agreement") for the sale of Property to \_\_\_\_\_ (“Buyer”) 6  
is hereby terminated, and each party releases the other therefrom. 7

Notwithstanding the foregoing, if Seller shall, within six (6) months from the date hereof, sell the property to Buyer or 8  
someone acting on Buyer’s behalf, Seller shall pay Firm the compensation specified in the Agreement; provided if a 9  
commission is paid to real estate firm(s) representing Seller in conjunction with such a sale, the amount of commission 10  
payable to Firm shall be reduced by the amount paid to such other firm(s). 11

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ 12

Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ 13

Firm: \_\_\_\_\_ 14

By: \_\_\_\_\_ Dated: \_\_\_\_\_ 15  
Broker



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

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ (“Buyer”) 2  
BuyerBuyer  
and \_\_\_\_\_ (“Seller”) 3  
SellerSeller  
concerning \_\_\_\_\_ (the "Property"). 4  
AddressCityStateZip

**Failure to Close – Notice of Termination by Seller – Seller to Keep Earnest Money.** The transaction 5  
contemplated by the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller 6  
hereby elects to terminate the Agreement and shall be entitled to retain the Earnest Money as Seller's sole remedy. 7

\_\_\_\_\_  
Seller Date Seller Date 8

**FAILURE TO CLOSE  
NOTICE OF TERMINATION BY SELLER – SELLER TO ELECT REMEDIES**

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

**Failure to Close – Notice of Termination by Seller – Seller to Elect Remedies.** The transaction contemplated by 5  
the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller hereby elects to 6  
terminate the Agreement and shall be entitled to remedies as provide for in the Agreement. 7

\_\_\_\_\_  
Seller Date Seller Date 8



### 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



### STATUS CHANGE REGARDING LISTING AGREEMENT (Modifying Exclusive Right to Sell Listing Agreement)

The following change is made to the Listing Agreement between the Seller and Firm named below:  
(\* Asterisk denotes required field)

RE: MLS List # \_\_\_\_\_ Duplicate List # \_\_\_\_\_  
Address \_\_\_\_\_  
Firm Name \_\_\_\_\_ Listing Broker Name \_\_\_\_\_

#### 1. CHANGE IN LISTING STATUS (check applicable box)

**CONTINGENT SALE Bump Clause** (Check one):  Sale of Buyer's House (22B)  Short Sale (22SS)

*Bump Clause meaning the parties have agreed to a continued marketing provision whereby Seller may keep the Property on the market in the "Contingent" status until Seller has received notice that Buyer has satisfied or waived this contingency (22B).*

**PENDING SALE No Bump Clause –** (Check one):  Pending  Pending Inspection

\*OFF MARKET DATE \_\_\_\_\_

**SALE CLOSED** \*Sale Price \$ \_\_\_\_\_

\*Sale Firm \_\_\_\_\_ \*Sale Broker \_\_\_\_\_

\*Financing (Check one)  FHA  VA  CONV  CONTRACT  
 ASSUMP  CASH  OTHER

\*Additional List/Sale Firms/Brokers (i.e. 2<sup>nd</sup> broker)

List Firm(s): \_\_\_\_\_ List Broker(s): \_\_\_\_\_

Sales Firm(s): \_\_\_\_\_ Sales Broker(s): \_\_\_\_\_

**LEASE** \*OFF MARKET DATE \_\_\_\_\_

**BACK ON MARKET** (Sale flubbed or property being returned to market-Listing must have a future expiration date)

\* BACK ON MARKET DATE \_\_\_\_\_

**SALE FELL – OFF MARKET** (Listing has already expired)

\*OFF MARKET DATE \_\_\_\_\_

#### 2. CHANGE IN LISTING AGREEMENT TERMS (check each applicable box and complete appropriate information):

**PRICE CHANGE** \*New List Price: \$ \_\_\_\_\_

**EXTEND EXPIRATION DATE** (Must be an active listing) \*NEW EXPIRATION DATE \_\_\_\_\_

**OTHER CHANGES** (Remarks/Coded Fields, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

(Items in Section 2 require the signatures of all Sellers and List Firm(s)' designated broker.)

#### 3. EARLY TERMINATION OR TEMPORARY SUSPENSION OF LISTING (check each applicable box):

**EARLY TERMINATION.** This Listing has been terminated in accordance with the provisions completed on Form 4145, Termination/Temporary Suspension of Listing Agreement. (Broker agrees that the Listing Agreement will be considered terminated by mutual agreement without continuing obligations if Form 4145 is not completed.) \*TERMINATION DATE \_\_\_\_\_

**TEMPORARILY OFF MARKET.** \*OFF MARKET DATE \_\_\_\_\_

(Items in Section 3 require the signature of Listing Firm's designated broker.)

\_\_\_\_\_  
Firm's Broker Signature Date Seller Signature Date





## TERMINATION/TEMPORARY SUSPENSION OF LISTING AGREEMENT (Modifying Exclusive Right to Sell Listing Agreement)

The following change is made to the Listing Agreement between the Seller and Firm named below:

RE: MLS List # \_\_\_\_\_ Address \_\_\_\_\_

Firm Name \_\_\_\_\_ Listing Broker Name \_\_\_\_\_

(Check applicable box)

**Mutual Agreement for Early Termination without continuing obligations.** Seller and Firm agree that the Listing Agreement is terminated as of the Termination Date stated below and that neither has any continuing obligation to the other, including any potential obligation to pay a commission. (Signatures of all Sellers and Firm's Broker required).

TERMINATION DATE: \_\_\_\_\_

**Mutual Agreement for Early Termination with continuing commission obligation.** Seller and Firm agree that the Listing Agreement is terminated as of the Termination Date stated below. Despite such termination, however, commission shall continue to be payable to Firm in accordance with the Listing Agreement if, within \_\_\_\_\_ days (180 if not filled in) of the Termination Date stated below, Seller Sells or contracts to Sell any interest in the Property (as defined in the Listing Agreement) and commission would be payable under the second paragraph of Section 4 of the Listing Agreement.

TERMINATION DATE: \_\_\_\_\_

**Early Termination upon Demand of Seller.** Seller has demanded termination of the Listing Agreement as of the Termination Date stated below and Firm has granted the termination, reserving any rights Firm may have in the event of a cancellation by Seller without legal cause. (Signature of Firm's Broker required, all Sellers' signatures requested.)

TERMINATION DATE: \_\_\_\_\_

**Temporarily Off Market.** Seller and Firm agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted at this time. Seller and Firm agree that the relationship between them shall continue to exist, and all rights to commission and other terms and provisions of the Listing Agreement shall continue to apply. (Signatures of at least one Seller or Firm's Broker required.)

OFF MARKET DATE: \_\_\_\_\_

**FIRM COMPENSATION.** In consideration of the early listing termination/removal of the Property from the market, as provided above, and/or work performed by Firm or its brokers, and/or expenses incurred by Firm or its brokers on Seller's behalf, Seller has paid to Firm \$\_\_\_\_\_ (nothing if not filled in) at the time of executing this document. This amount  will  will not (will if neither box is checked) be credited toward any commission paid to Firm in connection with the Listing Agreement and Property, in accordance with the above.

**NOTICE TO SELLER: THIS IS A LEGAL AND BINDING CONTRACT. IF SELLER DOES NOT UNDERSTAND ANY PORTION OF THIS AGREEMENT, SELLER IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
*Firm's Broker Signature* *Date*

\_\_\_\_\_  
*Seller Signature* *Date*

**NOTE: The Spokane Association of REALTORS® is not a party to the Exclusive Right to Sell Listing Agreement, and the Association's MLS is not to receive this agreement.**

\_\_\_\_\_  
*Seller Signature* *Date*



1924 N. Ash, Spokane, WA 99205 Ph. 509.326.9222

## MLS Exempt Listing Form (“office exclusive”)

*The PURPOSE of a multiple listing service is the orderly correlation and dissemination of listing information to Participants so they better serve the buying and selling public.*

Unless your property has an Active status in the MLS, your property is:

- NOT SEEN BY APPROXIMATELY 1,800+ LOCAL REALTORS®
- NOT SYNDICATED TO BROKER WEBSITES
- MISSES THOUSANDS OF POTENTIAL BUYERS
- NOT SYNDICATED TO REALTOR.COM or OTHER NATIONAL WEBSITES

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

### Certification by Seller(s) to Withhold Listing from the Spokane Association of REALTORS® MLS

**EXEMPT LISTING (an “office exclusive”):** I certify that my broker has informed me of the benefits available to me via the broker’s association with the MLS. I understand that the failure to list my property in the MLS may decrease the likelihood that I will receive fair market value for my property. I further understand that, by executing this document, my property will not be listed in the MLS for at least 90 days.

There will be no distribution of this Exempt Listing to the broker websites or national websites and will not be disseminated to over 1800+ local REALTORS®.

This form must be submitted to the Spokane Association of REALTORS® by the next business day after all required signatures are obtained on the listing agreement. You may either Email: [SAR@SpokaneRealtor.com](mailto:SAR@SpokaneRealtor.com); or Fax: 509-326-1544.

By signing below, I acknowledge that I understand and accept the consequences of the decision of not submitting this property to the MLS for distribution.

However, because I have approved delaying/withholding my property from being an active listing in the MLS, I hereby release the Broker/Participant from claims for any damages I would suffer as a result of this decision.

\_\_\_\_\_  
Seller(s) Signature

\_\_\_\_\_  
Seller(s) Signature

\_\_\_\_\_  
Listing Broker Printed Name

\_\_\_\_\_  
Listing Broker Signature

\_\_\_\_\_  
MLS Participant Name

\_\_\_\_\_  
MLS Participant Signature

\_\_\_\_\_  
Listing Firm:

\_\_\_\_\_  
Date:





## 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](http://www.wsba.org)).

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

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

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

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

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

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

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

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

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

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_



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

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

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

### APPOINTMENT OF SUBAGENT

\_\_\_\_\_ (“Seller”) 1  
Seller Seller  
and \_\_\_\_\_ (“Firm”) entered 2  
into an Exclusive Listing Agreement dated \_\_\_\_\_ (“Agreement”), concerning listing no. \_\_\_\_\_, for 3  
\_\_\_\_\_ (the “Property”). 4  
Address City State Zip

**1. Listing Agreement.** In the Agreement, Seller authorized Firm to appoint \_\_\_\_\_ as 5  
Seller’s Listing Broker with respect to the Property. The Agreement creates an agency relationship with Listing 6  
Broker and any of Firm’s brokers who supervise Listing Broker’s performance as Seller’s agent (“Supervising 7  
Broker”). The Agreement provides that no other brokers affiliated with Firm are agents of Seller, except to the 8  
extent that Firm, in its discretion, appoints other brokers to act on Seller’s behalf as and when needed. 9

**2. Listing Subagent.** Firm appoints \_\_\_\_\_ (“Listing Subagent”) to act on 10  
Seller’s behalf as Seller’s agent with respect to the Property. 11

**3. Duration of Subagency.** 12

a.  The appointment of the Listing Subagent shall be for the duration of the Agreement, unless sooner revoked 13  
by Firm. 14

b.  The appointment of the Listing Subagent shall be from \_\_\_\_\_ until \_\_\_\_\_, unless 15  
sooner revoked by Firm. 16

Upon revocation or expiration of subagency, Listing Subagent shall no longer be an agent of Seller. 17

**4. Notice to Seller.** Firm shall provide notice to Seller of this Appointment of Subagent. 18

**5. Other:** 19

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\_\_\_\_\_  
Designated Broker’s/Branch Manager’s Signature Date 31

\_\_\_\_\_  
Listing Broker’s Signature Date 32

\_\_\_\_\_  
Listing Subagent’s Signature Date 33

*Washington Department of Licensing  
Washington Department of Financial Institutions*

**Short Sale Seller Advisory**

Recent economic challenges have resulted in many homeowners needing to sell their home but owing more on their home than the home is worth. This advisory is intended to provide information to sellers in that situation.

A short sale is a real estate transaction in which the sales price is insufficient to pay the debt(s) and obligations encumbering the property along with the costs of sale, AND the seller is unable to pay the difference. Every short sale is dependent upon the seller's lender(s) consenting to the transaction and agreeing to release the lender's security interest in exchange for less than what is owed. In some cases however, the lender's approval of a short sale does not necessarily mean the lender relieves the seller of liability for repayment of the entire debt.

It is possible the seller can sell the home and still owe the unpaid difference, plus interest and penalties, to the lender (the "deficiency"). The lender may then seek a deficiency judgment against the seller for this difference. If the judgment is issued by a court, it could be in effect for up to 20 years if not paid sooner. This is one of the most fundamental issues that sellers must address in considering whether to sell property as a short sale.

Simply "Walking Away" from the property through foreclosure also does not necessarily relieve a seller of these debts as while Washington State is a "non-deficiency" state that only pertains to the foreclosing party. A homeowner could lose their property to foreclosure generally to the 1st mortgage lien holder and still owe the balance(s) from the 2nd mortgage or other lien holders.

A short sale is a very complex transaction that involves numerous issues as well as legal and financial risks. This Advisory is designed to address some of these issues and risks, but does not purport to be fully comprehensive. The Advisory also does not replace the need for legal counsel, tax and other professional advice. All sellers are advised to seek the advice of a lawyer and tax professional before proceeding with a short sale.

**Before Proceeding with a Short Sale**

**Understand a Lender's creditors Options upon Loan Default**

There are many types of liens and other obligations that are secured by real estate. These may be purchase loans, refinance loans, home equity lines of credit, contractor liens, IRS tax liens, DSHS liens for unpaid child support, or other obligations. The type of debt and type of property will determine what remedies a lender may have if you fail to make the required payments. The lender's policies regarding forgiveness of debt, the tax consequences, your overall current or potential future financial strength, the lender's willingness and procedure for processing a short sale request, and the number and nature of other recorded encumbrances (second mortgages for

example) on the property are some of the many factors a seller should consider in deciding whether to pursue a short sale.

### **Be Aware of Predatory “Rescue” Scams & Short Sale Fraud**

Homeowners worried about foreclosure may be susceptible to predatory “rescue” scams which may cost money with no results, result in the loss of the home entirely, or involve the seller in a fraudulent scheme. For more info, visit

[www.efanniemae.com/utility/legal/pdf/fraudnews/mortgagefraudnews0709.pdf](http://www.efanniemae.com/utility/legal/pdf/fraudnews/mortgagefraudnews0709.pdf).

“Red Flags” of fraudulent schemes include:

- Guarantees to stop the foreclosure
- A promise that you can buy the house back or stay in the house following transfer of title
- Upfront fees
- Instructions not to contact the lender
- Transfer of title or lease of the property
- Requests that the homeowner execute a power of attorney

Report suspected scams to the Department of Financial Institutions at: [www.dfi.wa.gov](http://www.dfi.wa.gov) or 1-877-RINGDFI (746-4334).

### **Contact a Free HUD-Approved Housing Counselor or Contact Your Lender Directly**

- Contact a HUD-approved housing counseling agency online at [http://portal.hud.gov/portal/page/portal/HUD/i\\_want\\_to/talk\\_to\\_a\\_housing\\_counselor](http://portal.hud.gov/portal/page/portal/HUD/i_want_to/talk_to_a_housing_counselor)
- or call (800) 569-4287 or TDD (800) 877-8339 for advice on your options. For additional HUD resources: [http://portal.hud.gov/portal/page/portal/HUD/topics/avoiding\\_foreclosure](http://portal.hud.gov/portal/page/portal/HUD/topics/avoiding_foreclosure)
- Contact the Neighborhood Assistance Corporation of America at: <http://www.naca.com/refinance/refinanceTenStep.jsp>
- Try contacting the lender directly. To find the lender’s contact information, check the loan billing statement, or coupon book. Ask for the lender's home retention department, loss mitigation department, (or other department that handles negotiation of loans in default); explain the situation and find out if the lender is willing to discuss options.

### **Utilize Free Services Available to Washington Residents**

- Non profit counseling to try to avoid foreclosure: 1-877-894-HOME (4663). If legal advice is needed, callers will be referred to a pro bono attorney through the Washington State Bar Association.
- More help and resources are available at [www.WAHomeowners.com](http://www.WAHomeowners.com).

### **Obtain Legal Advice**

An attorney can advise you about your options and legal liability. You may be able to receive free or reduced fee legal assistance from one of these sources:

- Northwest Justice Project, <http://www.nwjustice.org>, (206) 464-1519 or 1-888-201-1012;
- Your county’s local Bar Association

## **Obtain Tax Advice**

- For Mortgage Forgiveness Debt Relief Act and Debt Cancellation tax information, go to [www.irs.gov/individuals/article/0,,id=179414,00.html](http://www.irs.gov/individuals/article/0,,id=179414,00.html)

## **Be Aware of the Consequences of Committing “Waste”**

Damaging the property or removing fixtures such as sinks, toilets, cabinets, air conditioners, and water heaters may result in liability to the lender for “waste.” In other words, the lender may be able to sue you for damages if you have physically abused, damaged or destroyed any part of the property.

## **Short Sale Considerations**

**FIRST, Understand that a Short Sale May not Discharge the Debt. You should know whether you will still owe your lender money (a deficiency) after the short sale. You should know this BEFORE you close the sale of your home.**

Even if a lender agrees to a short sale, the lender and any junior lien holders may not agree to forgive the debt entirely and may require you to pay the difference as a personal obligation. This outstanding personal obligation could result in a subsequent collection action against you. For example, a lender may accept the short sale purchase price to “release the lien” on the property but still require you to pay the full amount of the original debt. You must be certain of the terms of any short sale before making a decision. All agreements between you and the lender must be in writing. Consult an attorney regarding whether the lender is entitled to pursue collection of any deficiency. Obtain any debt forgiveness agreements with the lender in writing but be aware that the language used in these agreements can be extremely confusing and even misleading. Seek the advice of legal counsel before accepting the lender’s terms.

**SECOND, Understand that a short sale may result in a higher tax debt**

A short sale in which the debt is forgiven is considered a relief of debt and may be treated as income for tax purposes. The Mortgage Forgiveness Debt Relief Act of 2007 created a limited exemption to allow homeowners to pay no taxes on debt forgiveness; however, only cancelled debt used to buy, build or improve a principal residence or refinance debt incurred for those purposes qualifies for this tax exemption. For more information on the tax consequences of debt relief, seek professional tax advice and go to [www.irs.gov](http://www.irs.gov) and conduct a search regarding the Tax Relief Act.

If you decide to pursue a short sale, understand that the process will likely take several months or more to complete. Consider taking the following actions.

### **Contact a Qualified Real Estate Professional**

Interview several real estate professionals and ask about their experience in short sales, the number of short sale transactions they have handled, their education and training in short sales and inquire about any past or pending lawsuits or disciplinary actions.

### **Investigate Documentation and Eligibility**

Documentation and eligibility criteria for short sales vary depending on specific lender and investor guidelines. Generally, you must prove that you are financially incapable of paying the loan. The lender will consider this when determining the costs of accepting the short sale versus foreclosing. You will have to document your financial situation. If you have funds to pay the



deficiency, a lender will not necessarily allow a short sale. However, some lenders will not require you to dip into retirement accounts to fund the deficiency. These issues will have to be negotiated with your lender.

### **Determine the Amount Owed on the Property**

All debt and costs must be factored in before a lender can determine whether a short sale is more economical for them. The analysis will include the delinquent loan, all other recorded debt (past due homeowner's association fees, unpaid property taxes), and the costs of a sale (closing costs, brokerage commissions, and necessary repairs). If you have more than one loan on the property, a short sale will require the approval of all lenders.

### **Determine the Estimated Fair Market Value of the Property**

You must prove to the lender that the home is worth less than the unpaid loan balance plus closing costs. Consult a real estate professional or an appraiser for assistance in estimating the value of the property.

### **Consult Legal Counsel**

Legal counsel can help you determine whether a short sale is the best option and can advise you during the short sale process. A short sale is a complex transaction.

### **Be Aware of the Impact on Your Credit Score**

The impact of a short sale on your credit score depends upon a variety of factors, including late or missed payments. A short sale may appear on your credit report as "pre-foreclosure redemption," "paid in full for less than full balance" or other similar term. It is possible that a short sale will have a different impact on your credit than a foreclosure or deed in lieu of foreclosure (or any other outcome). But, beware that once you miss mortgage payments, your credit rating will be severely impacted. Some lenders will tell you that they will not consider you as a short sale candidate unless you are behind on payments. Do not intentionally withhold mortgage payments, solely for short sale consideration, without first consulting legal counsel.

### **Understand There May Be a Waiting Period Before You Can Buy another Home**

Your ability to qualify for a loan to purchase another home after a short sale will likely be impacted because of the impact on your credit score. It may be some time before a lender will loan you the money to purchase another home.

### **Home Affordable Foreclosure Alternative (HAFA) Program**

The HAFA program was designed to give homeowners alternatives to a foreclosure, which include incentives for completing a short sale. If your home sale can close as a HAFA transaction, you will emerge owing no deficiency. However, it can be very difficult to qualify as a HAFA transaction. For more information on the options available, visit the HAFA program website [www.makinghomeaffordable.gov/hafa.html](http://www.makinghomeaffordable.gov/hafa.html)

To find the option for which you may be eligible.

See [www.makinghomeaffordable.gov/eligibility.html](http://www.makinghomeaffordable.gov/eligibility.html)

To find out if your mortgage servicer participates in the HAFA program go to

[www.makinghomeaffordable.com/contact\\_servicer.html](http://www.makinghomeaffordable.com/contact_servicer.html)

For More Information, Visit: The Washington Department of Financial Institutions website:

[www.dfi.wa.gov](http://www.dfi.wa.gov)

## **Options other than Short Sale**

### **Consider All Options**

A short sale may not be your best course of action. Consider all your options before making a decision.

### **Loan Workout**

- Reinstatement: Paying the total amount owed by a specific date in exchange for the lender agreeing not to foreclose.
- Forbearance: An agreement to reduce or suspend payments for a short period of time.
- Repayment Plan: An agreement to resume making monthly payments with a portion of the past due payments each month until they are caught up.
- Claim Advance/Partial Claim: If the loan is insured, a homeowner may qualify for an interest-free loan from the mortgage guarantor to bring the account current.

### **Loan Modification**

The lender may agree to change the terms of the original loan to make the payments more affordable. For example, missed payments can be added to the existing loan balance, the interest rate may be modified or the loan term extended. Lenders may use government program modifications or may use their own criteria. Loan modifications may be temporary or permanent. Loan modification resources include:

- Making Homes Affordable: [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov)
- National Foreclosure Mitigation Counseling Program: <http://findaforeclosurecounselor.org/network/home.asp>
- Homeownership Preservation Foundation: [www.995hope.org](http://www.995hope.org)  
1-888-995-HOPE™ Hotline

### **Refinance**

If the lender will not agree to a loan workout or modification, the homeowner may be able to refinance the loan with another lender. The HOPE for Homeowners program will refinance mortgages for homeowners that can afford a new loan insured by HUD's Federal Housing Administration. Learn more at

[http://portal.hud.gov/portal/page/portal/HUD/press/press\\_releases\\_media\\_advisories/2010/HUD No.10-190](http://portal.hud.gov/portal/page/portal/HUD/press/press_releases_media_advisories/2010/HUD_No.10-190)

### **Deed-in-Lieu of Foreclosure**

The lender may allow a homeowner to “give back” the property. This option may not be available if there are other liens recorded against the property. If a lender accepts title to property in Washington State through a deed in lieu of foreclosure, the owner’s debt owing to that lender is likely forgiven but sellers should have their paperwork reviewed by legal counsel to insure that outcome.

### **Work Out Sale**

The lender may allow a specific amount of time for the home to be sold and the loan to be paid off. The lender may also allow a buyer to assume the loan as a method to purchase the property even if the original loan was non-assumable.

**Bankruptcy**

If you are considering bankruptcy as an option, consult with an attorney that specializes in bankruptcy law.

**Foreclosure**

Allowing the lender to foreclose is another option. With a foreclosure, the foreclosing lender may be prohibited from seeking any additional payment from you. However, other creditors with debt secured by the real property may still be able to claim the amounts owing to them. There are other pros and cons to allowing foreclosure. Ultimately, only you and an attorney can decide if foreclosure is the best option for you. Ask an attorney about the possibility of owing money to any of your creditors after foreclosure, the impact on your credit rating, and tax consequences. Also, seek professional tax advice about the tax consequences of a foreclosure and review the IRS information at [www.irs.gov](http://www.irs.gov).

**SELLER ACKNOWLEDGMENT**

Seller acknowledges receipt of this Advisory and further acknowledges there may be other issues of concern not listed herein. The information in this Advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact an attorney.

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*Seller Signature*

*Date*

---

*Seller Signature*

*Date*

**A special note of thanks to the Arizona Association of REALTORS® for its assistance in the preparation of this information.**

**Provided with the assistance of Washington REALTORS®**

### SHORT SALE DISCLOSURE

This Short Sale Disclosure is notice to \_\_\_\_\_ ("Seller")  
Seller Seller

concerning \_\_\_\_\_ (the "Property").  
Address City State Zip

**PLEASE NOTE:**

The decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount Seller owes, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate licensee's commission.

**This Short Sale Disclosure is given pursuant to RCW 18.86.120 by:**

\_\_\_\_\_  
 Listing Broker

\_\_\_\_\_  
 Listing Firm

\_\_\_\_\_  
 Date

**Seller acknowledges receipt of this Short Sale Disclosure.**

\_\_\_\_\_  
 Seller's Signature

\_\_\_\_\_  
 Date


\_\_\_\_\_  
 Seller's Signature

\_\_\_\_\_  
 Date



# 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.

## 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;

(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 5:

### DUTIES OF A BUYER'S AGENT.

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

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



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

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

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

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

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

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

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

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

## SECTION 6: DUTIES OF A DUAL AGENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 7:**

### **DURATION OF AGENCY RELATIONSHIP.**

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

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

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

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

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

## **SECTION 8:**

### **COMPENSATION.**

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

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

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

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

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

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

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

## **SECTION 9: VICARIOUS LIABILITY.**

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

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

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

## **SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.**

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

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

## **SECTION 11: INTERPRETATION.**

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

## **SECTION 12: SHORT SALE.**

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

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Northwest Multiple Listing Service

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RCW 18.86.120



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

January 2020

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

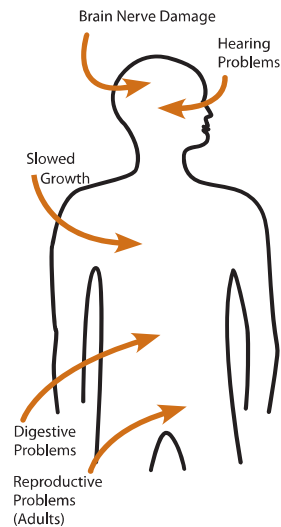
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.



## Renovating, Repairing or Painting a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

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13 \* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Other Sources of Lead, continued

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- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (LL-17J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-3808

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

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# IMPORTANT!

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).