

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- a. Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement. 1
2
3
4
- b. Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
- c. Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 4 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22
23
24
25
26
27
28
- d. Condition of Title.** Buyer and Seller authorize Selling Licensee, Listing Agent or Closing Agent to insert, attach or correct the Legal Description of the Property. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 29
30
31
32
33
34
35
36
37
- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for an Homeowner's Policy of Title Insurance for One-to-Four Family Residence (ALTA 1998), from the Title Insurance Company. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue a standard form Owner's Policy (ALTA 1992). The Title Insurance Company is to send a copy of the preliminary commitment to both Listing Agent and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 38
39
40
41
42
43
44
45
46
47
48

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 49
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 50

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

(continued)

- f. Closing.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. 51-55
- g. Possession.** Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. 56-57
- h. Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay them at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 16, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 58-68
- i. Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale. 69-73
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 74-77
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Receipt by Selling Licensee of a Seller Disclosure Statement, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement and/or Resale Certificate shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 78-90
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. Time is of the essence of this Agreement. 91-96
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 97-100

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 101
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 102

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
(continued)

- n. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 103
104
105
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. 106
107
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply: 108
109
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 110
111
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 112
113
114
115
- q. Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 116
117
- r. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 118
119
120
121
- s. Counteroffer.** Seller agrees to sell the Property under the terms and conditions of this Agreement. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the Counteroffer Expiration Date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. If no expiration date is specified for a counteroffer, the counteroffer shall expire at 9:00 p.m. 2 days after the counteroffer is signed by the last party making the counteroffer, unless sooner withdrawn. 122
123
124
125
126
127
128
- t. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 129
130
131
132
133
134
135
- u. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 136
137
138
139
140
141
142
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 143
144
145
- w. Property Condition Disclaimer.** Real estate brokers and salespersons do not guarantee the value, quality or condition of the Property. Some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing materials, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. In addition, some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Real estate licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. 146
147
148
149
150
151
152

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 153
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 154

**FINANCING ADDENDUM
PURCHASE & SALE AGREEMENT**

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

1. **DOWN PAYMENT/LOAN APPLICATION.** This Agreement is contingent on Buyer obtaining a Conventional VA FHA purchase loan. Buyer agrees to pay _____ down, and to make written application and pay the application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual acceptance of this Agreement, or if this Agreement is conditioned on the sale of Buyer's property, within _____ days (5 days if not filled in) after Buyer satisfies or waives that contingency ("Satisfaction and Waiver"), for a loan to pay the balance of the purchase price. If Buyer fails to make application for financing within the agreed time, then the financing contingency contained herein shall be deemed waived. 5-11
2. **FINANCING TIMELINES/LETTER OF LOAN COMMITMENT.** Unless Buyer has given notice waiving this financing contingency, no later than _____ days (30 days if not filled in) after (a) mutual acceptance of the Agreement or (b) Satisfaction and Waiver, if selected above, Buyer shall provide to Seller a letter of loan commitment from Buyer's lender which states the date of loan application, the current status of Buyer's loan application, and any conditions that remain for loan approval. A letter from the lender generated or dated at or prior to mutual acceptance shall not constitute a letter of loan commitment which complies with this paragraph. NWMLS Form 22AR may be used to provide notice of waiver or to transmit the letter of loan commitment. For purposes of this Addendum, "lender" means the party funding the loan. 12-19
3. **REVIEW OF LETTER OF LOAN COMMITMENT/TERMINATION.** Within 3 days after the earlier of Seller's receipt of the letter of loan commitment or the date it was due, Seller may give notice of Seller's election to terminate this Agreement. If, within 3 days after Seller's notice, Buyer does not waive this financing contingency by notice, this Agreement shall terminate. NWMLS Form 22AR may be used for the parties' notices. 20-23
4. **UPDATED LETTERS OF LOAN COMMITMENT.** If Seller does not elect to terminate this Agreement as authorized in paragraph 3, Seller may request updated letters of loan commitment every 5 days after the date the previous letter of loan commitment was due. Buyer shall provide any updated letter of loan commitment within 3 days of such notice and Seller shall have the review and termination rights set forth in paragraph 3. 24-27
5. **EARNEST MONEY.** If Buyer has not waived this financing contingency, and is unable to obtain financing after a good faith effort then, on Buyer's notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer after Buyer delivers to Seller written confirmation from Buyer's lender confirming the date Buyer's loan application for the subject property was made, that Buyer possessed sufficient funds to close and the reasons Buyer's application was denied. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation from Buyer's lender. 28-33
6. **INSPECTION.** Seller agrees to permit inspections required by Buyer's 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 except as otherwise agreed. 34-36
7. **APPRAISAL LESS THAN SALE PRICE.** If Buyer's lender's appraisal of the value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of Buyer's election to terminate this Agreement unless Seller, within 10 days after receipt of such notice, delivers to Buyer either: 37-40
- (a) (i) If this Agreement is contingent on FHA financing, a reappraisal by the same appraiser, at Seller's expense, in an amount not less than the Purchase Price or (ii) if this Agreement is contingent on non-FHA financing, reappraisal, at Seller's expense, by the same appraiser or another appraiser acceptable to the lending institution in an amount not less than the Purchase Price; or 41-44
 - (b) Written consent to reduce the selling price to an amount not more than the amount specified in the appraisal or reappraisal, whichever is higher. (Not applicable if this Agreement is conditioned on FHA financing. FHA does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraisal value. The Buyer, however, has the option to buy at the reduced price.) 45-48

If such reappraisal or consent to reduction of Purchase Price is not so delivered, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. To permit the parties the foregoing times for notices, the Closing Date shall be extended accordingly. 49-51

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 52
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 53

**FINANCING ADDENDUM
PURCHASE & SALE AGREEMENT**
(continued)

- 8. SPECIAL LOAN COST PROVISIONS.** 54
- FHA LOAN COSTS.** If this sale is contingent on Buyer obtaining an FHA loan, Seller agrees to pay _____ 55
_____ (\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan 56
and settlement costs that the Lender is prohibited from collecting from the Buyer under FHA regulations. Any balance 57
remaining shall be payable to Buyer's loan discount at the interest rate selected by Buyer or to other settlement costs 58
as allowed by FHA regulations. 59
- VA LOAN COSTS.** If this sale is contingent on Buyer obtaining a VA loan, Seller agrees to pay the full escrow fee for 60
the entire transaction. In addition Seller agrees to pay _____ 61
(\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan and settlement costs that the Lender is 62
prohibited from collecting from the Buyer under VA regulations. Any balance remaining shall be payable to Buyer's 63
loan discount, loan fee, interest buy down and/or financing and closing costs to the extent permitted by VA regulations 64
and Buyer's loan amount is not thereby reduced. 65
- CONVENTIONAL LOAN COSTS.** Seller agrees to pay up to _____ (\$0.00 66
if not filled in), which shall be applied to Buyer's loan and settlement costs, prepaids, loan discount, loan fee, interest 67
buy down or financing and closing costs. 68
- 9. FHA/VA - APPRAISAL CERTIFICATE.** If this Agreement is contingent on Buyer obtaining FHA or VA financing, it is 69
expressly agreed that notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete 70
the purchase of the Property unless Buyer has been given in accordance with HUD/FHA or VA requirements a written 71
statement by FHA, VA, or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding 72
closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the 73
Purchase Price, paragraph 7 above shall apply. If Seller does not reduce the Purchase Price to the appraised or 74
reappraised value, or deliver a reappraisal at or exceeding the sale price, the Buyer shall have the privilege and option 75
of proceeding with the consummation of this Agreement without regard to the appraised value, provided the difference 76
in excess of the appraised value is paid in cash. 77
- PURPOSE OF APPRAISAL.** The appraised valuation is arrived at only to determine the maximum mortgage FHA or 78
VA will insure. Neither FHA nor VA warrant the value or the condition of the Property. Buyer should satisfy himself/ 79
herself that the price and condition of the Property are acceptable. 80
- "Importance of Home Inspections" NOTICE FOR FHA LOANS.** FHA requires the Buyer to sign a FHA "Importance 81
of Home Inspections" Notice (NWMLS Form 22F, Rev. date 1/97 or later) on or before the date Buyer executes any 82
purchase and sale agreement. This requirement does not apply to new construction. 83
- 10. NOTICE TO BUYER CONCERNING INSURANCE.** The availability and cost of homeowners or property insurance on 84
the Property depends on a number of factors, including your personal insurance, financial and credit history, materials 85
and conditions present in or on the Property, and the claims history for the Property. Some insurance companies base 86
part of their underwriting decision on loss history reports that show the history of insurance claims or property losses 87
concerning the Property or made by you concerning other properties. At the time you apply for homeowners 88
insurance, most insurance companies will only issue a binder to you. A binder is not an insurance policy and it is not a 89
promise that a policy will issue. It is only a temporary commitment to provide insurance coverage, and insurance 90
companies have additional time after issuing the binder to make a final decision about insurability and the amount of the 91
insurance premium. Therefore, it is important for you to submit an insurance application as early as possible. 92
- INSURANCE CONTINGENCY/APPLICATION.** This Agreement is is not (is, if not checked) conditioned upon 93
Buyer obtaining a binder for a standard policy of homeowners or property insurance on the Property at an annual 94
premium not to exceed ½ of 1% of the purchase price Buyer is paying for the Property with a deductible not to exceed 95
\$1000, exclusive of all additional declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer agrees to make 96
application for insurance within _____ days (5 days, if not filled in) after mutual acceptance of this Agreement. If 97
Buyer fails to make application within the agreed time, then this insurance contingency shall be deemed waived. This 98
insurance contingency shall be deemed satisfied, unless within _____ days (15 days, if not filled in) after mutual 99
acceptance of this Agreement Buyer gives notice of inability to obtain a binder on the terms set forth above. If Buyer 100
is unable to obtain a binder after making a good faith effort and timely gives notice of such inability, then this 101
Agreement shall terminate and the Earnest Money shall be refunded to Buyer. This contingency is not waived by a 102
waiver of the financing contingency provided for above. Notices given pursuant to this paragraph may be given on 103
NWMLS Form 90T. 104
- Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 105
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 106

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Agent and Selling Licensee make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period. 6-10
2. **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for a standard form Owner's Policy of Title Insurance (ALTA 1992 or equivalent), together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 11-15
3. **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for a standard coverage policy and the cost of any survey required by the title insurer. 16-20
4. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 21-28
5. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29-32
6. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: public water main well public sewer main septic tank. 33-34

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 35
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 36

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
(continued)

7. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 37
38
39
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 40
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE _____ 41
OTHER INSULATION DATA: _____ 42
8. **Selling Broker's Commission.** If there is no written listing agreement, Seller agrees to pay Selling Broker a commission of _____ % of sales price or _____. 43
44
If the Earnest Money is retained as liquidated damages, any costs advanced or committed by Selling Broker shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Selling Broker. 45
46
9. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing: 47
48
- propane tank security system satellite dish other _____ 49
- Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease. 50
51
10. **Other.** 52
- 1) This is not an eminent domain transaction. 53
54
- 2) Property is not to be occupied from time of mutual acceptance to time of closing by anyone other than the Owner (s) of the property. 55
56
57
58
59
60
61
62
63

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 64
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 65

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

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer" and/or "Lessee") 2
and _____ ("Seller" and/or "Lessor") 3
concerning _____ (the "Property") 4

Purchase & Sale Agreement Lead Warning Statement 5

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

Lease Agreement Lead Warning Statement 14

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 15-19

Cancellation Rights 20

*If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.*** 21-22

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

Seller's/Lessor's Disclosure 24

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
- (b) Records and reports available to the Seller/Lessor (check one below): 28
- Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 29-30
 - _____
_____ 31-32
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 33-34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 35-36

Seller/Lessor	Date	Seller/Lessor	Date	37
Initials: BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	38
BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	39

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

Addendum to Purchase & Sale or Lease Agreement
(Continued)

Buyer's/Lessee's Acknowledgment	40
(c) Buyer/Lessee has received copies of all information listed above.	41
(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."	42
(e) Buyer has (check one below only if Purchase and Sale Agreement):	43
<input type="checkbox"/> Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	44 45
<input checked="" type="checkbox"/> 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:	46 47
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 the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)	48 49 50 51
This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.	52 53 54 55
The Seller may, at the 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 cash payments from Seller to Buyer or adjustments in the purchase price. If such 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.	56 57 58 59 60 61 62 63 64
If the Seller does not give notice that the 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 in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.	65 66 67 68 69 70 71 72
Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).	73 74 75
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.	76 77

_____ Buyer/Lessee	_____ Date	_____ Buyer/Lessee	_____ Date	78
-----------------------	---------------	-----------------------	---------------	----

Licensees' Acknowledgment 79

Licensees have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 80
81

_____ Selling Licensee	_____ Date	_____ Listing Agent	_____ Date	82
Initials: BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	83
BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	84

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

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

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing service 6
to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8
Name _____ 9
Address _____ 10
City, State, Zip _____

SEWER DISTRICT: 11
Name _____ 12
Address _____ 13
City, State, Zip _____

IRRIGATION DISTRICT: 14
Name _____ 15
Address _____ 16
City, State, Zip _____

GARBAGE: 17
Name _____ 18
Address _____ 19
City, State, Zip _____

ELECTRICITY: 20
Name _____ 21
Address _____ 22
City, State, Zip _____

GAS: 23
Name _____ 24
Address _____ 25
City, State, Zip _____

SPECIAL DISTRICT(S): 26
(local improvement districts or utility local improvement districts)
Name _____ 27
Address _____ 28
City, State, Zip _____

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within _____ 29
days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Agent or Selling Licensee 30
with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller 31
authorize Listing Agent or Selling Licensee to insert into this Addendum the names and addresses of the utility providers 32
identified by Seller. 33

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

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 37
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 38

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT SELLER'S OPPORTUNITY TO REPAIR

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

1. **INSPECTION CONTINGENCY.** The above Agreement is conditioned on Buyer's personal approval of an inspection 5
of the Property and the improvements on the Property. Buyer's inspection may include, at Buyer's option, the 6
structural, mechanical and general condition of the improvements to the Property, compliance with building and 7
zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability 8
inspection. 9

a. Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by an inspector of Buyer's 10
choice and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 11
Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all 12
inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were 13
in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property 14
performed on Buyer's behalf. 15

b. Buyer's Notice of Disapproval. This inspection contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED 16
(WAIVED) unless Buyer gives notice of disapproval within 10 days (10 days if not filled in) of mutual accep- 17
tance of this Agreement. The notice of disapproval must (a) identify the conditions to which the Buyer objects and 18
(b) be accompanied by a copy of the portion(s) of an inspection report that identifies the conditions to which the 19
Buyer objects. 20

c. Seller's Response to Buyer's Notice of Disapproval. 21

(i) **Seller Will Repair/Alternative Remedies.** If Buyer disapproves the inspection then Seller shall have _____ 22
days (3 days if not filled in) after receipt of Buyer's notice of disapproval to give notice that Seller (a) will 23
correct all the conditions identified in Buyer's notice, (b) offers an alternative remedy for the disapproved 24
conditions, or (c) will not make the repairs. 25

In lieu of repair by Seller, the parties may mutually agree on any other remedy for the disapproved 26
conditions, including but not limited to cash payments from Seller to Buyer or adjustments in the Purchase 27
Price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time 28
period set forth in this paragraph 1(c)(i), then this Inspection Contingency will be deemed satisfied. 29

(ii) **Seller Will Not Repair/No Agreement for Alternative Remedies.** If the Seller does not give notice that 30
the Seller will correct all the condition(s) identified by Buyer or if the parties have not secured a written 31
agreement for alternative remedies, then Buyer may elect to give notice of termination of this Agreement 32
within _____ days (3 days if not filled in) after expiration of the time limit in paragraph 1(c)(i) or delivery 33
of Seller's notice pursuant to paragraph 1(c)(i), whichever first occurs. The Earnest Money shall then be 34
refunded to the Buyer and the parties shall have no further obligations to each other. Requests for 35
modification or Buyer's "conditional approval" of the inspection report do not eliminate the need for Buyer 36
to give an explicit notice of termination to terminate this Agreement. 37

ATTENTION BUYER: You should carefully note paragraphs 1(b) and 1(c)(ii). Unless you give these notices, you may 38
be required to purchase the Property without the Seller having corrected the conditions noted in the inspection report 39
and without any alternative remedy for those conditions. 40

d. Corrections. If Seller agrees to correct the condition(s) identified by Buyer, then corrections shall be accom- 41
plished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazar- 42
dous materials, "correction" means removal or treatment (including but not limited to removal or, at Seller's option, 43
decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and 44
under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's 45
corrections are subject to reinspection and approval, prior to Closing, by the inspector who prepared Buyer's 46
inspection report, if Buyer elects to order and pay for such reinspection. 47

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 48
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 49

INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT
SELLER'S OPPORTUNITY TO REPAIR
(continued)

- e. Additional Inspections.** If the initial inspector used by Buyer recommends further evaluation of any item by a specialist, Buyer shall have an additional _____ days (5 days if not filled in) to obtain the additional inspection by a specialist at Buyer's option and expense. On or before the end of the initial inspection period set forth in paragraph 1(b), Buyer shall provide a copy of the inspector's recommendation and notice that Buyer will seek additional inspections by specialists as recommended by the inspector. The time period for providing notice of disapproval of any additional inspections shall run from the day after Buyer gives such notice and it shall be determined as set forth in the Computation of Time paragraph of the Agreement. A request for additional inspection does not eliminate the need for Buyer to give explicit notice of disapproval of the initial inspection. In the event of a timely request for additional inspection, the time period for Seller's response to Buyer's notice of disapproval of the initial inspection shall not commence until the earlier of (1) expiration of the time provided above for Buyer's additional inspection or (2) Buyer's notice relating to such additional inspection. Any additional inspection constitutes an inspection under this Addendum, and all of the terms, conditions and timelines of this Addendum shall apply.
- f. 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.
- g. Form 17.** Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement pursuant to RCW 64.06 based on conditions identified in any inspection or inspection report(s).
2. **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this transaction on the results of such inspection(s), but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 73
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____ 74

INSPECTION NOTICE FOR FORM 35B

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

I. BUYER'S NOTICE.

- Buyer gives notice of an additional inspection. The inspector's recommendation is attached. The time for Buyer's response to the initial inspection is not extended by this request and must be provided as set forth in paragraph 1(b) of NWMLS Form 35B.
- Buyer's inspection is approved and the inspection contingency is waived.
- Buyer's inspection** of the Property is disapproved. Buyer objects to the following conditions.
NOTE: If the inspection is disapproved, Buyer must (a) identify specific items of the inspection report to which Buyer objects, and (b) attach a copy of relevant pages from the written inspection report identifying these items. **Failure to comply with these requirements makes this notice ineffective.**

Marc depending on which of the above applies that is the one that needs to be checked

Buyer Date Buyer Date

II. SELLER'S RESPONSE TO BUYER'S REQUEST FOR REPAIRS. Seller acknowledges receipt of Buyer's request for repairs and responds as follows:

- Seller agrees to correct all conditions to which Buyer has objected. This inspection contingency is satisfied.
- Seller agrees to correct only the following conditions:

- Seller proposes the following remedies, which may include repairs and/or other remedies:

- Seller declines to correct the conditions identified by Buyer.

Seller Date Seller Date

III. BUYER'S REPLY TO SELLER'S RESPONSE.

- Buyer waives the inspection contingency, and agrees to proceed to Closing as provided in the Agreement.
- Buyer accepts Seller's response, waives the inspection contingency, and agrees to proceed to Closing as provided in the Agreement as modified.
- Buyer rejects Seller's response. Buyer disapproves the inspection and this Agreement is terminated. The Earnest Money shall be refunded to Buyer.
- Buyer rejects Seller's response, but does not disapprove the inspection at this time. A revised proposal for modification is enclosed on a separate addendum. **NOTE:** If Buyer has not given notice of disapproval, this contingency is waived unless the parties reach agreement before the deadline or agree to extend the inspection contingency.

Buyer Date Buyer Date

HOMEOWNER INSURANCE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

Notice to Buyer Concerning Insurance. The availability and cost of homeowners or property insurance on the Property depends on a number of factors, including your personal insurance, financial and credit history, materials and conditions present in or on the Property, and the claims history for the Property. Some insurance companies base part of their underwriting decision on loss history reports that show the history of insurance claims or property losses concerning the Property or made by you concerning other properties. At the time you apply for homeowners insurance, most insurance companies will only issue a binder to you, which is a temporary commitment to provide insurance coverage and not a promise that a policy will issue. Insurance companies have additional time after issuing the binder to make a final decision about insurability and the amount of the insurance premium. Therefore, it is important for you to submit an insurance application as early as possible.

Insurance Contingency/Application. This Agreement is conditioned upon Buyer obtaining a binder for a standard policy of homeowners or property insurance on the Property at an annual premium not to exceed 1/2 of 1% of the purchase price Buyer is paying for the Property with a deductible not to exceed \$1000, exclusive of all additional endorsements, declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer agrees to make application for insurance within _____ days (5 days, if not filled in) after mutual acceptance of this Agreement. If Buyer fails to make application within the agreed time, then this insurance contingency shall be deemed waived. This insurance contingency shall be deemed satisfied, unless within _____ days (15 days, if not filled in) after mutual acceptance of this Agreement Buyer gives notice of inability to obtain a binder on the terms set forth above. If Buyer is unable to obtain a binder after making a good faith effort and timely gives notice of such inability, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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