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**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

1. **Date:** \_\_\_\_\_, 20\_\_\_\_ **MLS No.:** \_\_\_\_\_
2. **Buyer:** \_\_\_\_\_
3. **Seller:** \_\_\_\_\_
4. **Property:** Tax Parcel No(s): \_\_\_\_\_ ( \_\_\_\_\_ County)  
Street Address: \_\_\_\_\_ Washington \_\_\_\_\_  
Legal Description: Attached as Exhibit A.
5. **Included Items:** ☐ stove/range; ☐ refrigerator; ☐ washer; ☐ dryer; ☐ dishwasher; ☐ hot tub; ☐ fireplace insert;  
☐ wood stove; ☐ satellite dish; ☐ security system; ☐ other \_\_\_\_\_
6. **Purchase Price:** \$ \_\_\_\_\_
7. **Earnest Money:** (To be held by ☐ Selling Broker; ☐ Closing Agent)  
Personal Check: \$ \_\_\_\_\_  
Note: \$ \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. **Disclosures in Form 17:** Buyer ☐ will; ☐ will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. **Title Insurance Company:** \_\_\_\_\_
11. **Closing Agent:** ☐ a qualified closing agent of Buyer's choice; ☐ \_\_\_\_\_
12. **Closing Date:** \_\_\_\_\_
13. **Possession Date:** ☐ on Closing; ☐ Other \_\_\_\_\_
14. **Offer Expiration Date:** \_\_\_\_\_
15. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☐ Waived
16. **Charges and Assessments Due After Closing:** ☐ assumed by Buyer; ☐ prepaid in full by Seller at Closing
17. **Agency Disclosure:** Selling Licensee represents ☐ Buyer; ☐ Seller; ☐ both parties; ☐ neither party  
Listing Agent represents ☐ Seller; ☐ both parties
18. **Addenda:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
_____ Buyer's Address		_____ Seller's Address	
_____ City, State, Zip		_____ City, State, Zip	
_____ Phone	_____ Fax	_____ Phone	_____ Fax
_____ Buyer's E-mail Address		_____ Seller's E-mail Address	
_____ Selling Broker	_____ MLS Office No.	_____ Listing Broker	_____ MLS Office No.
_____ Selling Licensee (Print)	_____ MLS LAG No.	_____ Listing Agent (Print)	_____ MLS LAG No.
_____ Phone	_____ Fax	_____ Phone	_____ Fax

**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, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- 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 county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.
- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer 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.

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

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

**GENERAL TERMS**

(continued)

- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer 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 such delinquencies 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. 15, 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). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.
- 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.
- 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.
- 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. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS

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

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**

(continued)

- Form 22T 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.
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. 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.
- 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.
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- 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. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- 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.
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is 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.
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

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

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**GENERAL TERMS**

(continued)

- u. 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." 161-167
- v. 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. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 168-175
- w. 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. 176-178
- x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. 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. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers. 179-197
- y. Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17; and if the parties so agree in Specific Term No. 9, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 198-208

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 209  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 210

**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.** 5

**a. Loan Application.** This Agreement is contingent on Buyer obtaining the following loan or loans to purchase the 6  
Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; ☐ Rural 7  
Development ("RD"); ☐ Home Equity Line of Credit; ☐ Other \_\_\_\_\_ (the 8  
"Financing Contingency"). Buyer agrees to pay \_\_\_\_\_ down, 9  
in addition to the Loans and to make written application for the Loans to pay the balance of the Purchase Price 10  
and pay the application fee, if required, for the subject Property within \_\_\_\_\_ days (5 days if not filled 11  
in) after mutual acceptance of this Agreement. If not waived, the Financing Contingency shall survive the Closing 12  
Date. 13

**b. Waiver of Financing Contingency.** If Buyer fails to make application for financing for the Property within the 14  
agreed time or changes the type of loan or lender without Seller's prior written consent after the agreed upon 15  
time to apply for financing expires, then the Financing Contingency shall be deemed waived. For purposes of 16  
this Addendum, "lender" means the party funding the loan. 17

**2. SELLER'S RIGHT TO TERMINATE.** 18

**a. Right to Terminate Notice.** \_\_\_\_\_ days (30 days if not filled in) after mutual acceptance, Seller 19  
may give notice that Seller may terminate the Agreement any time 3 days after delivery of that notice (the "Right 20  
to Terminate Notice"). NWMLS Form 22AR may be used for this notice. 21

**b. Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller may give notice 22  
of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to 23  
Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing Contingency, this 24  
Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used 25  
for this notice. 26

**3. LOAN COST PROVISIONS.** Seller agrees to pay up to \_\_\_\_\_ (\$0.00 if not filled in), 27  
which shall be applied to Buyer's Loan and settlement costs. If this sale is contingent on Buyer obtaining an 28  
FHA, RD, or VA loan, Seller shall also pay up to \$300.00 for that portion of Buyer's Loan and settlement costs 29  
that the lender is prohibited from collecting from Buyer under FHA/RD/VA regulations. If this sale is contingent 30  
on Buyer obtaining a VA loan, Seller shall also pay the full escrow fee for the closing of this Agreement. 31

**4. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing after 32  
a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be 33  
refunded to Buyer after Buyer delivers to Seller written confirmation from Buyer's lender confirming (a) the date 34  
Buyer's loan application for the subject property was made; (b) that Buyer possessed sufficient funds to close; 35  
and (c) the reasons Buyer's application was denied. If Seller terminates this Agreement, the Earnest Money 36  
shall be refunded without need for such confirmation from Buyer's lender. 37

**5. INSPECTION.** Seller agrees to permit inspections required by Buyer's lender, including but not limited to 38  
structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for 39  
such inspections unless otherwise agreed. 40

**6. APPRAISAL LESS THAN SALE PRICE.** If Buyer's lender's appraised value of the Property is less than the 41  
Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice, which 42  
includes copy of lender's appraisal, of Buyer's election to terminate this Agreement unless Seller, within 10 days 43  
after receipt of such notice, delivers to Buyer either: 44

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 45  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 46

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

- (a) A reappraisal or reconsideration of value, at the Seller's expense, by the same appraiser or another appraiser, acceptable to the lender, in an amount not less than the Purchase Price; or 47  
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- (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or RD financing. FHA, VA, and RD financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.) 49  
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If such appraisal, reappraisal or consent to reduction of the Purchase Price is not so delivered, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. Buyer's waiver of the Financing Contingency constitutes waiver of this Paragraph 6. 55  
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7. **FHA/VA/RD — Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or RD financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or RD requirements a written statement by FHA, VA, RD or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Paragraph 6 above shall apply. If Seller does not reduce the Purchase Price to the appraised or reappraised value, or deliver a reappraisal at or exceeding the Purchase Price, Buyer may close this Agreement without regard to the appraised value, provided the difference in excess of the appraised value is paid in cash. 59  
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**Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or RD will insure. FHA, VA, or RD do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 68  
69  
70

8. **EXTENSION OF CLOSING TO ACCOMMODATE REQUIREMENTS OF REGULATION Z OF THE TRUTH IN LENDING ACT.** In the event the Annual Percentage Rate ("APR") of Buyer's Loan(s) varies from the APR initially disclosed to Buyer in the Good Faith Estimate provided by Buyer's lender(s) by .125% or more in the case of a fixed rate loan or .250% in an adjustable rate loan, the Closing Date shall be extended for up to four (4) days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of the Financing Contingency. 71  
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Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 77  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 78



## INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ ("the Property"). 4

1. ☐ **a. INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections 5  
of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and with- 6  
out limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with 7  
building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/ 8  
stability inspection. 9

**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, 10  
and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property with- 11  
out first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer 12  
shall restore the Property and all improvements on the Property to the same condition they were in prior to the 13  
inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on 14  
Buyer's behalf. 15

**BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless within \_\_\_\_\_ 16  
days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives 17  
notice (1) approving the inspection and waiving this contingency; (2) disapproving the inspection and terminating the 18  
Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the Property or modifi- 19  
cations to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money 20  
shall be refunded to Buyer. If Buyer proposes repairs to the Property or modifications to the Agreement, including 21  
adjustments to the purchase price or credits for repairs to be performed after closing, the parties shall negotiate as 22  
set forth in paragraph 1.c, below. The parties may use NWMLS Form 35R to give notices required by this 23  
Addendum. 24

**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived 25  
and Seller shall not be obligated to make any repairs or modifications. 26

**b. Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item by a 27  
specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides 28  
Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer 29  
gives timely notice of additional inspections, Buyer shall have \_\_\_\_\_ (5 days if not filled in) after giving the notice 30  
to obtain the additional inspection(s) by a specialist. 31

**c. Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under paragraph 32  
1.a above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and replies made in 33  
accordance with the following procedures are irrevocable for the time period provided. 34

**(i) Seller's Response to Request for Repairs or Modifications.** Seller shall have \_\_\_\_\_ days (3 days if 35  
not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to 36  
the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by 37  
Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or 38  
modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall 39  
be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or 40  
modifications, Buyer shall have an opportunity to reply, as follows: 41

**(ii) Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall 42  
have \_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller 43  
fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response 44  
at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove 45  
the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 46

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 47  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 48

## INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

(continued)

**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED.

**d. Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a licensed hazardous material engineer or other expert selected by Seller. Seller's repairs are subject to reinspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such reinspection.

**e. Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

**f. Licensed Home Inspector.** If the person performing the inspection is required to be licensed under Chapter 18.280 RCW, then that person must be so licensed.

**2. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

**3. ☐ NEIGHBORHOOD REVIEW CONTINGENCY.** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**4. ☐ PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

**5. ☐ WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Agent or Selling Licensee.

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

SELLER DISCLOSURE STATEMENT †  
IMPROVED PROPERTY

**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 and Section 43.22.432 for further explanations.

**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 write "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 \_\_\_\_\_, 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.

**1. TITLE**

A. Do you have legal authority to sell the property? If no, please explain.

\*B. Is title to the property subject to any of the following?

(1) First right of refusal

(2) Option

(3) Lease or rental agreement

(4) Life estate?

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

\*D. Is there a private road or easement agreement for access to the property?

\*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

\*G. Is there any study, survey project, or notice that would adversely affect the property?

\*H. Are there any pending or existing assessments against the property?

\*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?

\*J. Is there a boundary survey for the property?

\*K. Are there any covenants, conditions, or restrictions recorded against the property?

YES	NO	DON'T KNOW
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PLEASE NOTE:** Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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## 2. WATER

YES NO DON'T  
KNOW

### A. Household Water

- (1) The source of water for the property is: ☐ Private or publicly owned water system  
☐ Private well serving only the subject property \* ☐ Other water system

\*If shared, are there any written agreements?

- \*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

- \*(3) Are there any problems or repairs needed?

- (4) During your ownership, has the source provided an adequate year-round supply of potable water?

If no, please explain: \_\_\_\_\_

- \*(5) Are there any water treatment systems for the property?

If yes, are they: ☐ Leased ☐ Owned

- \*(6) Are there any water rights for the property, associated with its domestic water supply, such as a water right permit, certificate, or claim?

- (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

- \*(b) If yes, has all or any portion of the water right not been used for five or more successive years?

- \*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?

### B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

- \*(a) If yes, has all or any portion of the water right not been used for five or more successive years?

- \*(b) If so, is the certificate available? (If yes, please attach a copy.)

- \*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

- \*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?

If so, please identify the entity that supplies water to the property: \_\_\_\_\_

### C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property?

- \*(2) If yes, are there any defects in the system?

- \*(3) If yes, is the sprinkler system connected to irrigation water?

## 3. SEWER/ON-SITE SEWAGE SYSTEM

### A. The property is served by:

- ☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  
☐ Other disposal system

Please describe: \_\_\_\_\_

- B. If public sewer system service is available to the property, is the house connected to the sewer main?

If no, please explain: \_\_\_\_\_

- \*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?

- D. If the property is connected to an on-site sewage system:

- \*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

- (2) When was it last pumped? \_\_\_\_\_

- \*(3) Are there any defects in the operation of the on-site sewage system?

- (4) When was it last inspected? \_\_\_\_\_

By whom: \_\_\_\_\_

- (5) For how many bedrooms was the on-site sewage system approved? \_\_\_\_\_ bedrooms

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

	YES	NO	DON'T KNOW	
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"/>	112
If no, please explain: _____				113
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
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"/>	115
If no, please explain: _____				116
*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"/>	117
				118
				119
				120
				121

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

**4. STRUCTURAL**

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
If yes, year of original construction: _____				128
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*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"/>	130
<input type="checkbox"/> Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
<input type="checkbox"/> Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
<input type="checkbox"/> Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
<input type="checkbox"/> Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
<input type="checkbox"/> Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
<input type="checkbox"/> Slab Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
<input type="checkbox"/> Driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
<input type="checkbox"/> Pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
<input type="checkbox"/> Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
<input type="checkbox"/> Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
<input type="checkbox"/> Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
<input type="checkbox"/> Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
<input type="checkbox"/> Garage Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
<input type="checkbox"/> Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
<input type="checkbox"/> Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
<input type="checkbox"/> Other _____				149
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
If yes, when and by whom was the inspection completed?				151
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154

**5. SYSTEMS AND FIXTURES**

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				155
If yes, please explain: _____				156
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 161

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

	YES	NO	DON'T KNOW	
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)				162
Security System _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Satellite dish _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Other: _____	<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"/>	169
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(4) Fireplace?	<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"/>	173 174
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>				175
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
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: _____				177 178 179
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
_____ per <input type="checkbox"/> month <input type="checkbox"/> year				181
<input type="checkbox"/> Other _____				182
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
*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"/>	184 185
<b>7. ENVIRONMENTAL</b>				187
*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"/>	188 189
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
*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"/>	191 192
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	193
*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"/>	194 195
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
*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"/>	199 200
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
*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"/>	203
<b>8. LEAD BASED PAINT</b> (Applicable if the house was built before 1978.)				204
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				205
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____				206 207
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				208
B. Records and reports available to the Seller (check one below):				209
<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). _____				210 211 212
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				213
<b>9. MANUFACTURED AND MOBILE HOMES</b>				214
If the property includes a manufactured or mobile home,				215
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	216
If yes, please describe the alterations: _____				217
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	218
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	219

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 220

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

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**10. FULL DISCLOSURE BY SELLERS**

**A. Other conditions or defects:**

\*Are there any other existing material defects affecting the property that a prospective buyer should know about?

YES NO DON'T  
KNOW

**B. Verification**

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.

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

Seller \_\_\_\_\_ Seller \_\_\_\_\_

**NOTICES TO THE BUYER**

**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.**

**PROXIMITY TO FARMING**

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

**II. BUYER'S ACKNOWLEDGEMENT**

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.

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

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

**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.

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

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

**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.

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

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

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

SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_