



REAL ESTATE BROKERAGE IN WASHINGTON

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an “agent” and the seller/landlord and buyer/tenant is referred to as the “principal.” For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm’s designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm’s designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker’s designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker’s designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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RCW 18.86.120

**BUYER BROKERAGE
SERVICES AGREEMENT**

This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and is made by and between _____ ("Buyer Brokerage Firm" or "Firm") and

Buyer Buyer ("Buyer") for real property located in the following areas: _____ (unlimited if not filled in) ("Area").

1. DEFINITIONS. "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase.

2. TERM. This Agreement will expire _____ days (60 days if not filled in) from the Effective Date ("Term"). If this Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Buyer Brokerage Firm as indicated on the purchase and sale agreement, the Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. AGENCY.

a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

b. Buyer Broker. Buyer Brokerage Firm appoints _____ ("Buyer Broker") to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer.

c. Agency Relationship. Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the Area shall be (non-exclusive, if not checked):

Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of real property in the Area ("Exclusive Agency"); or

Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

4. LIMITED DUAL AGENCY.

a. Buyer Broker as Limited Dual Agent. If initialed below, Buyer consents to Buyer Broker and Supervising Broker acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of Buyer.

Buyer's Initials Date Buyer's Initials Date

b. Firm Limited Dual Agency. If Buyer purchases a property listed by one of Firm's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a limited dual agent.

5. COMPENSATION. Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be:

a. _____ % of purchase price; \$ _____; other: _____

b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):

_____ % of purchase price; \$ _____; other: _____

**BUYER BROKERAGE
SERVICES AGREEMENT**

- 6. SELLER COMPENSATION OFFER.** 38
- A seller may, but is not required to, offer compensation to Firm for representing Buyer in the purchase of seller's real property ("Seller's Offer"). Seller's Offer is disclosed in the listing, shall be stated in the purchase and sale agreement, and may be accepted by Buyer, on behalf of Firm, in the purchase and sale agreement. 39 40 41
- a. Seller's Offer Equal to Compensation. If Seller's Offer is equal to the Compensation, Buyer shall accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. 42 43
- b. Seller's Offer Greater Than Compensation. If Seller's Offer is greater than the Compensation, Buyer shall accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. The amount of Seller's Offer that is greater than the Compensation shall be: 44 45 46
- Paid to Firm; 47
 - Credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowed amount paid to Firm; 48
 - Credited to the seller; or 49
 - Other: _____ 50
- c. Seller's Offer Less Than Compensation. If Seller's Offer is less than the Compensation, Buyer shall accept Seller's Offer (if any) and: 51 52
- Pay the balance of the Compensation to Firm at closing; 53
 - Request that the seller pay the balance of the Compensation to Firm as a part of Buyer's offer to purchase the property; or 54 55
 - Other: _____ 56
- 7. COMPENSATION TERMS.** The Compensation is due (except as otherwise agreed herein) when Buyer purchases real property located in the Area during the Term and: 57 58
- a. Exclusive Agency. For Exclusive Agency, the purchase closes. 59
- b. Non-Exclusive Agency. For Non-Exclusive Agency, the purchase closes, and Buyer Brokerage Firm represents Buyer in such purchase as indicated on the purchase and sale agreement. 60 61
- c. Compensation After Expiration. If within _____ days (60 days if not filled in) after the Term: 62
- i. Exclusive Agency. Buyer purchases a property that was brought to the attention of Buyer during the Term by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes. 63 64 65
 - ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes. 66 67
- Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s). 68 69 70
- d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm. 71 72 73
- e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, Buyer may be liable for damages incurred by Firm as a result of such cancellation. 74 75
- 8. SHOWINGS, LISTINGS, VA FINANCING.** 76
- a. Showing Properties. Buyer Broker shall; shall not (shall if not checked) be obligated to show properties to Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Compensation. 77 78
- b. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 79
- Exceptions: _____ 80
- c. VA Financing. Due to VA regulations, if Buyer is obtaining VA financing, the Compensation must be paid by the seller. 81

**BUYER BROKERAGE
SERVICES AGREEMENT**

9. NO WARRANTIES OR REPRESENTATIONS. Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer’s purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property’s suitability and value. 82-84

10. INSPECTION RECOMMENDED. Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 85-87

11. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist Buyer in a transaction that is a “Distressed Home Conveyance” as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A “Distressed Home Conveyance” is a transaction where a buyer purchases property from a “Distressed Homeowner” (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of the proceeds from a resale of the property. 88-93

12. FAIR HOUSING. Local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 94-97

13. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located. 98-101

14. OTHER. 102-110

Buyer’s Signature _____ Date _____ Buyer’s Signature _____ Date _____ 111

Buyer E-mail Address _____ Buyer Phone Number _____ 112

Buyer Brokerage Firm _____ Buyer Broker’s Signature _____ Date _____ 113

Buyer Brokerage Firm License Number _____ Buyer Broker License Number _____ 114

Buyer Broker E-mail Address _____ Buyer Broker Phone Number _____ 115

**AMENDMENT TO
BUYER BROKERAGE
SERVICES AGREEMENT**

This amends the Buyer Brokerage Services Agreement ("Agreement") dated _____ between _____ ("Buyer Brokerage Firm" or "Firm") and _____ ("Buyer") (the "Amendment").

1. **TERM EXTENDED.** The term of the Agreement is extended until _____ days (60 days if not filled in) from the date of mutual acceptance of this Amendment.

2. **AGENCY RELATIONSHIP.** Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the Area is amended to be:
 Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of real property in the Area ("Exclusive Agency"); or
 Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

3. **AGENCY AND CO-BUYER BROKER.** Firm appoints _____ ("Co-Buyer Broker") to represent Buyer with Buyer Broker. This Amendment creates an agency relationship with Co-Buyer Broker and any of Firm's managing brokers who supervise Co-Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer.

4. **LIMITED DUAL AGENCY.**
a. Buyer Broker as Limited Dual Agent. If Buyer did not previously consent in the Agreement and if initialed below, Buyer consents to Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of Buyer.

Buyer's Initials Date Buyer's Initials Date

b. Co-Buyer Broker as Limited Dual Agent. If initialed below, Buyer consents to Co-Buyer Broker and Supervising Broker acting as limited dual agents in the sale of property that is listed by Co-Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Co-Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Co-Buyer Broker's representation of Buyer.

Buyer's Initials Date Buyer's Initials Date

5. **COMPENSATION.** The compensation for Buyer Brokerage Firm's services is amended from the compensation set forth in the Agreement to (the "Compensation"):
 _____ % of purchase price;
 \$ _____;
 other: _____

6. **OTHER:** _____

All other terms and conditions of the Agreement remain unchanged.

Buyer's Signature Date Buyer's Signature Date

Buyer Brokerage Firm Buyer Broker's Signature Date

AGENCY DISCLOSURE

This form is for use when the transaction forms do not otherwise contain an agency disclosure provision. 1

RCW 18.86.030 requires that a real estate broker disclose to their principal and to all parties in a transaction whether the broker represents the buyer (tenant), the seller (lessor), or both parties as a limited dual agent. 2
3

Broker: _____ ("Broker") 4

Broker's License No. _____ 5

Real Estate Firm: _____ ("Firm") 6

Real Estate Firm License No. _____ 7

Firm, Firm's Designated Broker, Broker's Branch Manager (if any), and Broker's Managing Broker (if any), and Broker represent : _____ 8
9

Broker's Signature Date _____ 10

The undersigned Buyer (Tenant) and Seller (Lessor) acknowledge receipt of (i) the pamphlet entitled "Real Estate Brokerage in Washington" and (ii) this Agency Disclosure. 11

Signature Date _____ 12

Signature Date _____ 13

Signature Date _____ 14

Signature Date _____ 15

**TENANT BROKERAGE
SERVICES AGREEMENT**

This Tenant Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and is made by and between _____ ("Tenant Brokerage Firm" or "Firm") and _____ ("Tenant") for real property located in the following areas: _____ (unlimited if not filled in) ("Area").

1. DEFINITIONS. "Lease" includes a lease, a rental agreement and/or an option to purchase.

2. TERM. This Agreement will expire _____ days (60 days if not filled in) from the Effective Date ("Term").

3. AGENCY.

a. Pamphlet. Tenant acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

b. Tenant Broker. Tenant Brokerage Firm appoints _____ ("Tenant Broker") to represent Tenant. This Agreement creates an agency relationship with Tenant Broker and any of Firm's managing brokers who supervise Tenant Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Tenant.

c. Agency Relationship. Tenant Brokerage Firm's representation of Tenant for the lease of real property in the Area shall be (non-exclusive, if not checked):

Exclusive Agency. Tenant may not enter into an agency relationship with another real estate firm during the Term for the lease of real property in the Area ("Exclusive Agency"); or

Non-Exclusive Agency. Tenant may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

4. LIMITED DUAL AGENCY.

a. Tenant Broker as Limited Dual Agent. If initialed below, Tenant consents to Tenant Broker and Supervising Broker acting as limited dual agents in the lease of property that is listed by Tenant Broker. Tenant acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Tenant Broker from advocating terms favorable to Tenant to the detriment of the lessor and further limits Tenant's Broker's representation of Tenant.

Tenant's Initials Date Tenant's Initials Date

b. Firm Limited Dual Agency. If Tenant leases a property listed by one of Firm's brokers other than Tenant Broker ("Listing Broker"), Tenant consents to any Supervising Broker, who also supervises Listing Broker, acting as a limited dual agent.

5. COMPENSATION. Tenant acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law The compensation for Tenant Brokerage Firm's services (the "Compensation") is:

a. _____% of _____; \$ _____; other: _____

b. If Tenant Broker is a limited dual agent and represents both Tenant and the lessor, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):

_____ % of _____; \$ _____; other: _____

6. LESSOR COMPENSATION OFFER.

A lessor may, but is not required to, offer compensation to Firm for representing Tenant in the lease of the lessor's real property ("Lessor's Offer"). Lessor's Offer is disclosed in the listing, shall be stated in the lease agreement, and may be accepted by Tenant, on behalf of Firm, in the lease agreement.

**TENANT BROKERAGE
SERVICES AGREEMENT**

- a. Lessor's Offer Equal to Compensation. If Lessor's Offer is equal to the Compensation, Tenant shall accept Lessor's Offer and Tenant shall not be obligated to separately pay Firm. 39 40
- b. Lessor's Offer Greater Than Compensation. If Lessor's Offer is greater than the Compensation, Tenant shall accept Lessor's Offer and Tenant shall not be obligated to separately pay Firm. The amount of Lessor's Offer that is greater than the Compensation shall be: 41 42 43
- Paid to Firm; 44
 - Credited to Tenant; 45
 - Credited to the lessor; or 46
 - Other: _____ 47
- c. Lessor's Offer Less Than Compensation. If Lessor's Offer is less than the Compensation, Tenant shall accept Lessor's Offer (if any) and: 48 49
- Pay the balance of the Compensation to Firm; 50
 - Request that the lessor pay the balance of the Compensation to Firm as a part of Tenant's offer to lease the property; or 51 52
 - Other: _____ 53
- 7. COMPENSATION TERMS.** The Compensation is due (except as otherwise agreed herein) when Tenant leases real property located in the Area during the Term and: 54 55
- a. Exclusive Agency. For Exclusive Agency, the lease agreement is mutually accepted. 56
- b. Non-Exclusive Agency. For Non-Exclusive Agency, the lease agreement is mutually accepted, and Tenant Brokerage Firm represents Tenant in such lease as indicated on the lease agreement. 57 58
- c. Compensation After Expiration. If within _____ days (60 days if not filled in) after the Term: 59
- i. Exclusive Agency. Tenant leases a property that was brought to the attention of Tenant by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Tenant inquired about to Firm. Compensation is due upon mutual acceptance of the lease agreement. 60 61 62
 - ii. Non-Exclusive Agency. Tenant leases a property for which Tenant Brokerage Firm presented a written lease to the lessor on behalf of Tenant. Compensation is due upon mutual acceptance of the lease agreement. 63 64
- Provided that in either event, if Tenant or the lessor pays compensation to another real estate firm representing Tenant in conjunction with such a lease, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s). 65 66 67
- d. Additional Consent. Tenant consents to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Tenant's obligation to Firm. 68 69 70
- e. Cancellation Without Legal Cause. For Exclusive Agency, if Tenant cancels this Agreement without legal cause, Tenant may be liable for damages incurred by Firm as a result of such cancellation. 71 72
- 8. SHOWINGS AND LISTINGS.** 73
- a. Showing Properties. Tenant Broker shall; shall not (shall if not checked) be obligated to show properties to Tenant for which there is no Lessor's Offer and Tenant has not agreed to pay the Compensation. 74 75
- b. Listings. Tenant Broker shall bring listings to the attention of Tenant, regardless of Lessor's Offer. 76
- Exceptions: _____ 77
- 9. NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value of or the suitability of any property for Tenant's purposes. Tenant agrees to be responsible for making all inspections and investigations necessary to satisfy Tenant as to the property's suitability and value. 78 79 80

**TENANT BROKERAGE
SERVICES AGREEMENT**

10. NO WARRANTIES OR REPRESENTATIONS. Firm makes no warranties or representations regarding the value of or the suitability of any property for Tenant's purposes. Tenant agrees to be responsible for making all inspections and investigations necessary to satisfy Tenant as to the property's suitability and value.

11. FAIR HOUSING. Local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

12. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located.

13. OTHER.



_____ Tenant's Signature	_____ Date	_____ Tenant's Signature	_____ Date	108
_____ Tenant E-mail Address		_____ Tenant Phone Number		109
_____ Tenant Brokerage Firm		_____ Tenant Broker's Signature	_____ Date	110
_____ Tenant Brokerage Firm License Number		_____ Tenant Broker License Number		111
_____ Tenant Broker E-mail Address		_____ Tenant Broker Phone Number		112

COMPENSATION DISCLOSURE

_____ (“Buyer Brokerage Firm”) discloses 1
 the following to _____ (“Buyer”) 2
Buyer Buyer
 and _____ (“Seller”) 3
Seller Seller
 concerning _____ (the “Property”). 4
Address City State Zip

1. COMPENSATION FROM SELLER. The compensation offered to Buyer Brokerage Firm by Seller for providing 5
 buyer brokerage services to Buyer related to the Property is: 6

- _____ % of purchase price; 7
- \$ _____; 8
- other: _____ 9

2. COMPENSATION FROM LISTING FIRM. The compensation offered to Buyer Brokerage Firm by the listing firm for 10
 providing buyer brokerage services to Buyer related to the Property is: 11

- _____ % of purchase price; 12
- \$ _____; 13
- other: _____ 14

3. PAMPHLET. Buyer and Seller acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in 15
 Washington." 16

4. OTHER. 17

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Buyer's Signature Date

Buyer's Signature Date

Seller's Signature Date

Seller's Signature Date

Buyer Brokerage Firm

Buyer Broker's Signature Date

EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between 1

_____, ("Seller") and 2
Seller _____ Seller _____

_____, ("Listing Firm" or "Firm") with regard 3

to the real property commonly known as _____, City _____, 4

County _____, WA, Zip _____; and legally described on Exhibit A ("the Property"). 5

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an 6
exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, 7
rent, or enter into any agreement other than for sale of the Property. 8

2. TERM. Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual 9
acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this 10
Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall 11
automatically extend until the sale is closed or the purchase and sale agreement is terminated. 12

3. AGENCY. 13

a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 14

b. Listing Broker. Listing Firm appoints _____ 15
to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and 16
any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. 17
No other brokers affiliated with Firm are agents of Seller. 18

4. LIMITED DUAL AGENCY. 19

a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker 20
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 21
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 22
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 23

Seller's Initials Date Seller's Initials Date 24

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than 25
Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 26
Listing Firm's Buyer's Broker, acting as a limited dual agent. 27

5. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 28
and photographs of the Property (collectively "Listing Data"), to be published by MLS on _____ 29
("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure 30
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value 31
for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in 32
any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social 33
media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially 34
interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may 35
instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by 36
eliminating any and all internet advertising, and by imposing specific showing requirements and other similar 37
restrictions. 38

6. FAIR HOUSING. Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based 39
on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 40
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or 41
military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal 42
by a person with a disability. 43

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

- 7. COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
- a. Listing Firm Compensation
 - i. _____% of the sales price, or \$ _____; or
 - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(a)(i) if not filled in).
 - b. Buyer Brokerage Firm Compensation
 - i. _____% of the sales price, or \$ _____ to a cooperating member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), which includes another broker affiliated with Listing Firm who represents the buyer; or
 - ii. If the Listing Broker represents both Seller and the buyer as a limited dual agent _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(b)(i) if not filled in).
 - iii. If checked, the offer to pay Buyer Brokerage Firm Compensation shall extend to licensed brokerage firms that are not members of MLS.
 - iv. Buyer Brokerage Firm Compensation shall be paid as set forth above, unless modified by the buyer and Buyer Brokerage Firm in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
 - v. Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.
 - c. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
 - d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
 - e. Additional Consent. Seller consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.
- 8. PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 9. MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Data to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- 10. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 11. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement by this reference) is correct.
- 12. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.
- 13. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 14. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment.

EXCLUSIVE SALE AND LISTING AGREEMENT

15. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).

16. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

17. OTHER.

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Seller's Signature Date

Seller's Signature Date

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Seller E-mail Address

Seller Phone Number

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Listing Firm

Listing Broker's Signature Date

166

Listing Firm License Number

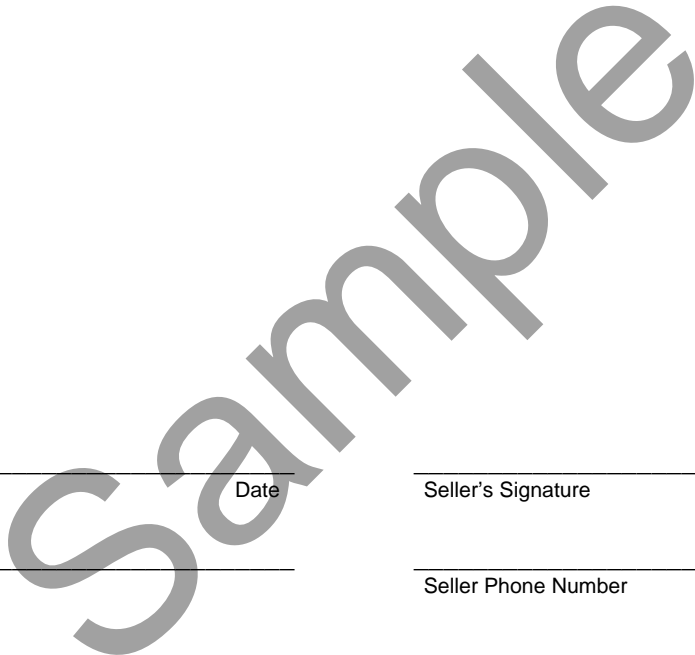
Listing Broker License Number

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Listing Broker E-mail Address

Listing Broker Phone Number

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**AMENDMENT TO
EXCLUSIVE LISTING AGREEMENT**

This amends the Exclusive Listing Brokerage Services Agreement ("Agreement") dated _____, 1
between _____ ("Seller") 2
and, _____ ("Listing Firm" or "Firm") 3
concerning the property, listing no. _____, commonly known as _____, 4
City _____, County _____, WA, Zip _____ (the "Amendment"). 5

1. **TERM EXTENDED.** The Listing Term in the Agreement is extended and Firm shall have the exclusive right to 6
list and sell the Property until midnight of _____ . 7

2. **LIST PRICE.** The list price is amended to \$ _____ . 8

3. **AGENCY AND CO-LISTING BROKER.** Firm appoints _____ ("Co-Listing Broker") to 9
represent Seller with Listing Broker. This Agreement creates an agency relationship with Co-Listing Broker and 10
any of Firm's managing brokers who supervise Co-Listing Broker ("Supervising Broker"). No other brokers 11
affiliated with Firm are agents of Seller. 12

4. **LIMITED DUAL AGENCY.** 13

a. Listing Broker as Limited Dual Agent. If Seller did not previously consent in the Agreement and if initialed 14
below, Seller consents to Listing Broker and any of Firm's managing brokers who supervise Listing Broker 15
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 16
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 17
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 18

Seller's Initials Date Seller's Initials Date 19

b. Co-Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Co-Listing Broker and 20
Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Co-Listing Broker 21
also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Co-Listing Broker 22
from advocating terms favorable to Seller to the detriment of the buyer and further limits Co-Listing Broker's 23
representation of Seller. 24

Seller's Initials Date Seller's Initials Date 25

5. **OTHER.** 26

All other terms and conditions of the Agreement remain unchanged. 27
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Seller's Signature Date 32

Seller's Signature Date 33

Listing Firm 34

Listing Broker's Signature Date

**SELLER REPRESENTATION AGREEMENT
(SALE TO IDENTIFIED BUYER)**

This Seller Representation Services Agreement (Sale to Identified Buyer) (the "Agreement") is made between _____ ("Seller")
and _____, ("Real Estate Firm" or "Firm")
with regard to real property commonly known as _____
City _____, County _____, State _____, Zip _____;
and legally described on Exhibit A ("the Property").

1. **IDENTIFIED BUYER.** Firm agrees to represent Seller in the sale of the Property to _____
_____ ("Buyer"), who Seller has identified as the likely purchaser.
2. **TERM.** If a purchase and sale agreement between Buyer and Seller is not executed within _____ days
from mutual acceptance of this Agreement (30 days if not filled in) ("Term"), then this Seller Representation
Agreement (the "Agreement") shall terminate.
3. **AGENCY.**
 - a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
 - b. Seller's Broker. Firm appoints _____
to represent Seller ("Seller's Broker"). This Agreement creates an agency relationship with Seller's Broker
and any of Firm's managing brokers who supervise Seller's Broker ("Supervising Broker") during the Term.
No other brokers affiliated with Firm are agents of Seller.
4. **LIMITED DUAL AGENCY.**
 - a. Seller's Broker as Limited Dual Agent. If initialed below, Seller consents to Seller's Broker and Supervising
Broker representing both Seller and Buyer as limited dual agents in the sale of the Property to Buyer. Seller
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Seller's Broker from advocating terms
favorable to Seller to the detriment of Buyer and further limits Seller's Broker's representation of Seller.

	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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 - b. Firm Limited Dual Agency. If Buyer is represented by one of Firm's brokers other than Seller's Broker
("Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Firm's Buyer's
Broker, acting as a limited dual agent.
5. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in
this Agreement is fully negotiable and not set by law. Seller shall pay Firm compensation of _____% of
the sales price, or \$_____ for representing Seller in the sale of the Property to Buyer. No
compensation from Seller is otherwise due, unless Seller separately agrees to compensate a buyer brokerage firm
who represents Buyer. Seller consents to Firm receiving compensation from more than one party and to sharing of
compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by
RCW 18.86.030.
6. **MULTIPLE LISTING SERVICE.** MLS means "Northwest Multiple Listing Service." Seller authorizes Firm to
provide this Agreement to MLS, including photographs, drawings, or sketches of the Property, and report the
sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers,
and others related to the sale. MLS is an intended third-party beneficiary of this Agreement.
7. **NO MARKETING AND FAIR MARKET VALUE.** Seller acknowledges that Firm will not market the Property
(through MLS or otherwise), even though exposure of the Property to the open market through MLS will increase
the likelihood that Seller will receive fair market value for the Property. Seller understands that selling the
Property to Buyer without exposure of the Property to the market may cause the Seller to receive a lower
purchase price or other less favorable terms.

**SELLER REPRESENTATION AGREEMENT
SALE TO IDENTIFIED BUYER**

Continued

- 8. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect.
- 9. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.
- 10. FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.
- 11. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Buyer as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 (Commercial)). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 12. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on Buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).
- 13. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

Real Estate Firm

Seller's Broker's Signature Date

Real Estate Firm License Number

Seller's Broker License Number

Seller's Broker E-mail Address

Seller's Broker Phone Number

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RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

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

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

3. **Seller:** _____
Seller Seller

4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____, _____, _____,

Address City County State Zip

5. **Included Items:** stove(s)/range(s); refrigerator(s); washer(s); dryer(s); dishwasher(s); microwave(s);
 fireplace insert(s); wood stove(s); satellite dish; security system; hot tub; attached camera(s);
 attached speaker(s); attached TV(s); generator; _____

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

7. **Earnest Money:** \$ _____ U.S. Dollars; Delivery Date _____ days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)

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

9. **Title Insurance Company:** _____

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

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

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

13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing

14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation

15. **Information Verification Period:** Expires _____ days after mutual acceptance; Satisfied/Waived

16. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (limited dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (limited dual agent); unrepresented

17. **Buyer Brokerage Firm Compensation:** _____; Pay as Offered or Other – See Addendum
\$ or % Amount Offered in Listing

18. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Firm Document E-mail Address _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Listing Broker E-mail Address _____

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

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

e. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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

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

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

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

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

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

- i. **Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.
- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

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

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

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

- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

Buyer's Initials Date _____ Date _____ Date _____ Date

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- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. ~~If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency/All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington."~~
- u. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. ~~If the compensation offered to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 17 and if~~ there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall ~~supersede and~~ control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party; ~~and to the sharing of compensation between firms.~~ Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement.
- 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.

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

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- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

Sale

LEASE / RENTAL AGREEMENT

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

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

City State Zip County

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

1. TERM OF AGREEMENT. This Agreement is for a term of _____ (six (6) months minimum) commencing on _____. This Agreement shall end at midnight on _____ ("Expiration Date").

- a. If the term of this Agreement is between six and twelve months, upon the Expiration Date, this Agreement shall continue as a month-to-month tenancy unless Landlord provides written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. If Landlord timely provides the Termination Notice, Tenant must vacate and surrender possession of the Property on the Expiration Date. If this Agreement continues as a month-to-month tenancy, Landlord acknowledges that Landlord may have limited rights to remove Tenant from the Property.
- b. If the term of this Agreement is for twelve months or more, Tenant must vacate and surrender possession of the Property on the Expiration Date and this Agreement shall not continue on a month-to-month basis. Landlord shall provide written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. To continue the tenancy beyond the Expiration Date, Lessor and Tenant may enter into successive rental agreements with terms of at least six (6) months or more.

Lessor shall deliver the Termination Notice to Tenant in a manner consistent with RCW 59.12.040. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover to the extent permitted by applicable laws. If Tenant vacates prior to the Expiration Date (as extended, if applicable), the security deposit shall be forfeited and Tenant shall be obligated for rent payments for the remainder of the term, or until the Property has been re-rented whichever is less.

2. POSSESSION. Tenant's right to possession of the Property begins at the commencement of the term indicated above. If, through no fault of Lessor or Listing Firm, Lessor cannot deliver possession of the Property to Tenant on the date indicated above, Lessor shall not be liable to Tenant for damages.

3. RENT. Tenant shall pay rent as follows:

- a. **Amount and Due Date.** The rent is \$ _____ per month, payable in advance and due on or before the first day; _____ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.
- b. **Payments.** Rent shall be paid to (check one): Listing Firm at the address below; Lessor at the address below; or _____.
- c. **First Month's Rent.** Upon mutual acceptance of this Agreement, Tenant shall pay Lessor the sum of \$ _____ as the first and _____ month's rent, and Lessor shall provide Tenant a receipt. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.

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

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d. **Pro-Rated Rent.** Pro-rated rent from _____ to _____ is \$_____ and payable on _____.

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

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

6. **SECURITY DEPOSIT.** Prior to the commencement of the Term, Tenant shall pay Lessor the sum of \$ _____ as a security deposit, and Lessor shall provide Tenant a receipt.

The security deposit shall be deposited in a trust account in _____ Bank, _____ Branch, in _____, WA. Lessor or Listing Firm will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any damages to and cleaning of the Property, for which Tenant is responsible.

A "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon commencement of tenancy and a written copy given to Tenant. No security deposit may be collected unless the Move In/Move Out Addendum is completed. Form 68A or a similar form may be used for the Move In/Move Out Addendum.

Within ~~twenty-one (21)~~ thirty (30) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand.

7. **MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any alterations or improvements to the Property without Lessor's prior written approval.

a. **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally cleaned and provide Lessor with a receipt evidencing the same.

8. **INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice.

9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid within five days of the due date, Tenant shall pay a late charge of \$ _____ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or \$ _____. Tenant shall pay a charge of \$ _____ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF.

In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within

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fourteen (14) days.

10. NONREFUNDABLE FEE. Tenant shall pay, prior to occupancy, a nonrefundable fee of \$ _____ for _____. Lessor will not return this nonrefundable fee under any conditions. The fee may not be used hold the Property for Tenant or to secure Tenant's obligation to move into the Property.

11. PETS. No dogs, cats or other animals will be permitted on the Property without a fully executed Pet Agreement (NWMLS Form No. 68B).

12. RENTERS INSURANCE. Renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property.

a. **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's insurance policy within five days of mutual acceptance of this Agreement.

13. CARBON MONOXIDE ALARMS. Lessor shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property.

14. SMOKE DETECTOR. Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures:

- (a) The smoke detection device is hard-wired; battery operated.
- (b) The Building does; does not have a fire sprinkler system.
- (c) The Building does; does not have a fire alarm system.
- (d) The building has a smoking policy, as follows:

- The building does not have a smoking policy
- (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency notification plan for occupants.
- (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency relocation plan for occupants.
- (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency evacuation plan for occupants.

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Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.

15. BROKERAGE FIRM COMPENSATION.

Tenant Brokerage Firm Compensation: \$ _____ Pay as Offered; Other—See Addendum
Amount Offered in Listing

Lessor and Tenant shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Tenant Brokerage Firm's compensation offered in the listing shall be paid by Lessor as set forth in this Agreement or any Addendum hereto. ~~The compensation offered to the Tenant Brokerage Firm, if any, is set forth above and if~~ there is any inconsistency between the Tenant Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in this paragraph, the terms of the listing shall ~~supersede and~~ control. Lessor and Tenant hereby consent to Listing Firm or Tenant Brokerage Firm receiving compensation from more than one party ~~and to the sharing of compensation between firms~~. In any action by Listing Firm or Tenant Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Lessor and Tenant agree that the Firms are intended third-party beneficiaries under this Agreement.

16. AGENCY DISCLOSURE.

Tenant represented by: Tenant's Tenant Broker; Tenant's/Tenant/Listing Broker (limited dual agent); unrepresented

Lessor represented by: Listing Broker; Listing/Tenant's/Tenant Broker (limited dual agent); unrepresented

Tenant Brokerage Firm, Tenant Brokerage Firm's Designated Broker, Tenant's/Tenant Broker's Branch Manager (if any) and Tenant's/Tenant Broker's Managing Broker (if any) represent the same party that Tenant's/Tenant Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. ~~If Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker are the same person representing both parties then both Lessor and Tenant confirm their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency"~~ All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

17. ATTORNEYS' FEES. If Lessor or Tenant institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.

18. WAIVER OF SUBROGATION. Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.

19. LOCAL ORDINANCES. Lessor and Tenant acknowledge that there may be local ordinances or regulations with specific requirements regarding notices, security deposits, rent increases, registration,

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(Continued)

information that that Lessor must provide to Tenant, and other requirements or restrictions.

- 20. COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS.** Tenant shall not use the Property in any way which violates any law, ordinance, or governmental regulation. In addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant acknowledges receipt of any applicable CC&Rs and the Rules for the Property.
- 21. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.
- 22. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."
- 23. FAIR HOUSING.** Lessor and Tenant acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

_____ Tenant	_____ Date	_____ Lessor	_____ Date
_____ Tenant	_____ Date	_____ Lessor	_____ Date
_____ Tenant's Present Address		_____ Lessor's Address	
_____ City, State, Zip		_____ City, State, Zip	
_____ Home Phone	_____ Work Phone	_____ Lessor's Phone	
_____ Tenant's Employer			
_____ Tenant Brokerage Firm		_____ Listing Firm	
_____ <u>Tenant's</u> <u>Tenant</u> Broker		_____ Listing Broker	
_____ Tenant Brokerage Firm's Phone Number		_____ Listing Firm's Phone Number	

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

LEASE / RENTAL AGREEMENT
(Continued)

~~Tenant's~~ Tenant Broker's E-mail Address

Listing Broker's E-mail Address

Listing Firm's Address

Sample

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged the signing of the instrument
as a free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged the signing of the instrument
as a free and voluntary act for the uses and purposes mentioned in the instrument.

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

(Use this space for notary stamp/seal.)

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

RULES

1. **Garbage.** Tenant shall furnish Tenant's own garbage can and place it where required for pickup.
2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes.
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.
4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.
5. **Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.
6. **Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor.
7. **Lawns & Shrubs/Snow.** Tenant shall cut and water any lawn and water any shrubs, trees, and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks.
8. **Noise/Nuisance.** Tenant shall keep TV, stereo, radio, and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.
10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces, or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.
11. **Vehicles.** Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement.
12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein.
13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.
14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.
15. **Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date



IMPORTANT INFORMATION FOR HOMEBUYERS

Revisions to the Real Estate Agency Law

Effective January 1, 2024, the statute in Washington that governs real estate brokerage relationships (RCW 18.86) – otherwise known as the “Agency Law” – will be significantly revised. The revisions modernize the 25-year-old law, provide additional transparency and consumer protections, and acknowledge the importance of buyer representation.

Key Revisions

For years, real estate brokerage firms were only required to enter into written agreements with sellers, not buyers. Beginning on January 1, 2024, the Agency Law will require firms to enter into a written “brokerage services agreement” with any party the firm represents, both sellers and buyers. This change is to ensure that buyers (in addition to sellers) clearly understand the terms of the firm’s representation and compensation.

The services agreement with buyers must include:

- The term of the agreement (with a default term of 60 days and an option for a longer term);
- The name of the broker appointed to be the buyer’s agent;
- Whether the agency relationship is exclusive or non-exclusive;
- Whether the buyer consents to the individual broker representing both the buyer and the seller in the same transaction (referred to as “limited dual agency”);
- Whether the buyer consents to the broker’s designated broker/ managing broker’s limited dual agency;
- The amount the firm will be compensated and who will pay the compensation; and
- Any other agreements between the parties.

Additional Information

There are other changes to the law that provide additional consumer protections related to the duties that brokers owe to all parties in a transaction.



Revised Pamphlet

The pamphlet entitled [“Real Estate Brokerage in Washington”](#) provides an overview of the revised Agency Law.



Revised Agency Law

[Substitute Senate Bill 5191](#) sets forth the revised Agency Law in its entirety.

