

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

1. **Date:** \_\_\_\_\_, 200\_\_\_\_\_ **MLS No.:** \_\_\_\_\_
2. **Buyer:** \_\_\_\_\_
3. **Seller:** \_\_\_\_\_
4. **Property:** Tax Parcel No(s): \_\_\_\_\_ ( \_\_\_\_\_ County)  
Street Address: \_\_\_\_\_ Washington \_\_\_\_\_  
Legal Description: Attached as Exhibit A.
5. **Included Items:**  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  hot tub;  fireplace insert;  
 wood stove;  satellite dish;  security system;  other \_\_\_\_\_
6. **Purchase Price:** \$ \_\_\_\_\_
7. **Earnest Money:** (To be held by  Selling Broker;  Closing Agent)  
Personal Check: \$ \_\_\_\_\_  
Note: \$ \_\_\_\_\_  
Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
8. **Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
9. **Disclosures in Form 17:** Buyer will ; will not  have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17
10. **Title Insurance Company:** \_\_\_\_\_
11. **Closing Agent:**  a qualified closing agent of Buyer's choice;  \_\_\_\_\_
12. **Closing Date:** \_\_\_\_\_
13. **Possession Date:**  on Closing;  Other \_\_\_\_\_
14. **Offer Expiration Date:** \_\_\_\_\_
15. **Services of Closing Agent for Payment of Utilities:**  Requested (attach NWMLS Form 22K);  Waived
16. **Charges and Assessments Due After Closing:**  assumed by Buyer;  prepaid in full by Seller at Closing
17. **Agency Disclosure:** Selling Licensee represents  Buyer;  Seller;  both parties;  neither party  
Listing Agent represents  Seller;  both parties
18. **Addenda:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Buyer's Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Buyer's E-mail Address \_\_\_\_\_  
Selling Broker \_\_\_\_\_ MLS Office No. \_\_\_\_\_  
Selling Licensee (Print) \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Seller's Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Seller's E-mail Address \_\_\_\_\_  
Listing Broker \_\_\_\_\_ MLS Office No. \_\_\_\_\_  
Listing Agent (Print) \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

*(continued)*

- a. Purchase Price.** Buyer agrees to pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds or gifts, except to the extent otherwise specified in this Agreement. 1  
2  
3  
4
- b. Earnest Money.** Buyer agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money (and deduct up to \$250.00 of the costs thereof) unless the parties agree otherwise in writing. 5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21
- c. Included Items.** Any of the following items located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and all bathroom and other fixtures. However, items identified in Specific Term No. 5 are included only if the corresponding box is checked. If any of the above Included Items are leased or encumbered, Seller agrees to acquire and clear title at or before Closing. 22  
23  
24  
25  
26  
27  
28  
29
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 30  
31  
32  
33  
34  
35  
36  
37
- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance agrees to pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 52  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 53

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

- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, or legal holiday. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller agrees to maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. If possession transfers at a time other than Closing, the parties agree to execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 15, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller agrees to provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 16.
- i. Sale Information.** The Listing Agent or Selling Licensee is authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Agent and/or Selling Licensee, on request, any and all information and copies of documents concerning this sale.
- j. FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment In Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Agent and the Selling Licensee as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to

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

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

- NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice. 107-110
- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, shall occur on the next day that is not a Saturday, Sunday, or legal holiday. 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. 111-122
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 123-126
- n. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 127-129
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 130-132
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 133-134
- 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. 135-136
- 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. 137-140
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 141-144
- r. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 145-148
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If Seller makes a counteroffer, Buyer shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 149-153
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 154-156

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 157  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 158

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS

(continued)

- u. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 159-165
- v. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 166-173
- w. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 174-176
- x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third-party service providers. 177-195
- y. Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17) and if, in Specific Term No. 9, the parties agree that Buyer will have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer may bring an action in tort for negligent misrepresentation against Seller based upon the disclosures in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraud. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 196-205

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 206  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 207

**FINANCING ADDENDUM  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_, 200\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ ("the Property") 4

- 1. DOWN PAYMENT/LOAN APPLICATION.** This Agreement is contingent on Buyer obtaining a  Conventional First 5  
 Conventional Second  Bridge  VA  FHA loan or loans to purchase the Property (the "Loans"). Buyer 6  
agrees to pay \_\_\_\_\_ down, in addition to the Loans and to make 7  
written application and pay the application fee, if required, for the subject Property  within \_\_\_\_\_ days (5 days if 8  
not filled in) after mutual acceptance of this Agreement, or  if this Agreement is conditioned on the sale of Buyer's 9  
Property, within \_\_\_\_\_ days (5 days if not filled in) after Buyer satisfies that contingency ("Satisfaction") (from 10  
mutual acceptance if neither box checked), for the Loans to pay the balance of the purchase price. If Buyer fails to 11  
make application for financing within the agreed time, then the financing contingency contained herein shall be deemed 12  
waived. Buyer may not change the type of loan or the lender without Seller's prior written consent after the agreed upon 13  
time to apply for financing expires. For purposes of this Addendum, "lender" means the party funding the loan. 14
- 2. FINANCING TIMELINES/LETTER OF LOAN COMMITMENT.** Unless Buyer has given notice waiving this financing 15  
contingency, no later than \_\_\_\_\_ days (30 days if not filled in) after (a) mutual acceptance of the Agreement or 16  
(b) Satisfaction, if selected above, Buyer shall provide to Seller a letter of loan commitment from Buyer's lender which 17  
states the date of loan application, the current status of Buyer's loan application, and any conditions that remain for loan 18  
approval. A letter from the lender generated or dated at or prior to mutual acceptance shall not constitute a letter of loan 19  
commitment which complies with this paragraph. NWMLS Form 22AR should be used to provide notice of waiver or to 20  
transmit the letter of loan commitment. 21
- 3. REVIEW OF LETTER OF LOAN COMMITMENT/TERMINATION.** Seller may give notice of Seller's election to terminate 22  
this Agreement at any time after the letter of loan commitment is due or received, whichever occurs first. If, within 3 23  
days after Seller's notice, Buyer does not waive this financing contingency by notice, this Agreement shall terminate 24  
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR should be used for the parties' notices. 25
- 4. UPDATED LETTERS OF LOAN COMMITMENT.** Without suspending Seller's right to give notice of termination, Seller 26  
may request updated letters of loan commitment every 5 days after the date the previous letter of loan commitment was 27  
due. 28
- 5. EARNEST MONEY.** If Buyer has not waived this financing contingency, and is unable to obtain financing after a good 29  
faith effort then, on Buyer's notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer 30  
after Buyer delivers to Seller written confirmation from Buyer's lender confirming the date Buyer's loan application for 31  
the subject property was made, that Buyer possessed sufficient funds to close and the reasons Buyer's application was 32  
denied. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation 33  
from Buyer's lender. 34
- 6. INSPECTION.** Seller agrees to permit inspections required by Buyer's lender, including but not limited to structural, 35  
pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections 36  
except as otherwise agreed. 37
- 7. APPRAISAL LESS THAN SALE PRICE.** If Buyer's lender's appraisal of the value of the Property is less than the 38  
Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of Buyer's election 39  
to terminate this Agreement unless Seller, within 10 days after receipt of such notice, delivers to Buyer either: 40
- (a) (i) If this Agreement is contingent on FHA financing, a reappraisal by the same appraiser, at Seller's expense, in 41  
an amount not less than the Purchase Price or (ii) if this Agreement is contingent on non-FHA financing, 42  
reappraisal, at Seller's expense, by the same appraiser or another appraiser acceptable to the lending institution in 43  
an amount not less than the Purchase Price; or 44
- (b) Written consent to reduce the selling price to an amount not more than the amount specified in the appraisal or 45  
reappraisal, whichever is higher. (Not applicable if this Agreement is conditioned on FHA financing. FHA does not 46  
permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraisal value. The Buyer, 47  
however, has the option to buy at the reduced price.) 48

If such reappraisal or consent to reduction of Purchase Price is not so delivered, this Agreement shall terminate and the 49  
Earnest Money shall be refunded to Buyer. To permit the parties the foregoing times for notices, the Closing Date shall 50  
be extended accordingly. Buyer's waiver of this financing contingency constitutes waiver of this paragraph 7. 51

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 52  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 53

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

**8. SPECIAL LOAN COST PROVISIONS.**

**FHA LOAN COSTS.** If this sale is contingent on Buyer obtaining an FHA loan, Seller agrees to pay \_\_\_\_\_ 54  
\_\_\_\_\_ (\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan 55  
and settlement costs that the Lender is prohibited from collecting from the Buyer under FHA regulations. Any balance 56  
remaining shall be payable to Buyer's loan discount at the interest rate selected by Buyer or to other settlement costs as 57  
allowed by FHA regulations. 58  
59

**VA LOAN COSTS.** If this sale is contingent on Buyer obtaining a VA loan, Seller agrees to pay the full escrow fee for 60  
the entire transaction. In addition Seller agrees to pay \_\_\_\_\_ 61  
\_\_\_\_\_ (\$300.00 if not filled in), which shall be applied to that portion of Buyer's loan and settlement costs that the Lender is 62  
prohibited from collecting from the Buyer under VA regulations. Any balance remaining shall be payable to Buyer's 63  
loan discount, loan fee, interest buy down and/or financing and closing costs to the extent permitted by VA regulations 64  
and Buyer's loan amount is not thereby reduced. 65

**CONVENTIONAL LOAN COSTS.** Seller agrees to pay up to \_\_\_\_\_ (\$0.00 if 66  
not filled in), which shall be applied to Buyer's loan and settlement costs, prepaids, loan discount, loan fee, interest buy 67  
down or financing and closing costs. 68

**9. FHA/VA - APPRAISAL CERTIFICATE.** If this Agreement is contingent on Buyer obtaining FHA or VA financing, it is 69  
expressly agreed that notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete 70  
the purchase of the Property unless Buyer has been given in accordance with HUD/FHA or VA requirements a written 71  
statement by FHA, VA, or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding 72  
closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the 73  
Purchase Price, paragraph 7 above shall apply. If Seller does not reduce the Purchase Price to the appraised or 74  
reappraised value, or deliver a reappraisal at or exceeding the sale price, the Buyer shall have the privilege and option 75  
of proceeding with the consummation of this Agreement without regard to the appraised value, provided the difference 76  
in excess of the appraised value is paid in cash. 77

**PURPOSE OF APPRAISAL.** The appraised valuation is arrived at only to determine the maximum mortgage FHA or VA 78  
will insure. Neither FHA nor VA warrant the value or the condition of the Property. Buyer should satisfy himself/ herself 79  
that the price and condition of the Property are acceptable. 80

**"Importance of Home Inspections" NOTICE FOR FHA LOANS.** FHA requires the Buyer to sign a FHA "Importance 81  
of Home Inspections" Notice (NWMLS Form 22F, Rev. date 1/97 or later) on or before the date Buyer executes any 82  
purchase and sale agreement. This requirement does not apply to new construction. 83

**10. NOTICE TO BUYER CONCERNING INSURANCE.** The availability and cost of homeowners or property insurance on 84  
the Property depends on a number of factors, including your personal insurance, financial and credit history, materials 85  
and conditions present in or on the Property, and the claims history for the Property. Some insurance companies base 86  
part of their underwriting decision on loss history reports that show the history of insurance claims or property losses 87  
concerning the Property or made by you concerning other properties. At the time you apply for homeowners 88  
insurance, most insurance companies will only issue a binder to you. A binder is not an insurance policy and it is not a 89  
promise that a policy will issue. It is only a temporary commitment to provide insurance coverage, and insurance 90  
companies have additional time after issuing the binder to make a final decision about insurability and the amount of the 91  
insurance premium. Therefore, it is important for you to submit an insurance application as early as possible. 92

**INSURANCE CONTINGENCY/APPLICATION.** This Agreement  is  is not (is, if not checked) conditioned upon 93  
Buyer obtaining a binder for a standard policy of homeowners or property insurance on the Property at an annual 94  
premium not to exceed 1/2 of 1% of the purchase price Buyer is paying for the Property with a deductible not to exceed 95  
\$1000, exclusive of all additional declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer agrees to make 96  
application for insurance within \_\_\_\_\_ days (5 days, if not filled in) after mutual acceptance of this Agreement. If 97  
Buyer fails to make application within the agreed time, then this insurance contingency shall be deemed waived. This 98  
insurance contingency shall be deemed satisfied, unless within \_\_\_\_\_ days (15 days, if not filled in) after mutual 99  
acceptance of this Agreement, Buyer gives notice of inability to obtain a binder on the terms set forth above. If Buyer 100  
is unable to obtain a binder after making a good faith effort and timely gives notice of such inability, then this 101  
Agreement shall terminate and the Earnest Money shall be refunded to Buyer. This contingency is not waived by a 102  
waiver of the financing contingency provided for above. Notices given pursuant to this paragraph may be given on 103  
NWMLS Form 90T. 104

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 105  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 106

### OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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

**CHECK IF INCLUDED:** 5

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

2.  **Standard Form Owner's Policy of Title Insurance.** Notwithstanding the "Title Insurance" clause in the Agreement, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company rather than the Homeowner's Policy of Title Insurance. 11-15

3.  **Extended Coverage Title Insurance.** Notwithstanding the "Title Insurance" clause in this Agreement, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the standard form owner's policy. Buyer shall pay the increased costs associated with the extended coverage policy including excess premium over that charged for a standard coverage policy and the cost of any survey required by the title insurer. 16-20

4.  **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Agent and Selling Licensee shall not, under any circumstances, be liable for the foregoing or Seller's breach of this clause. 21-28

5.  **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession. 29-32

6.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 33  
 public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 34  
 irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  cable; 35  
 electricity;  other \_\_\_\_\_ 36

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 37  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 38

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

7. <input type="checkbox"/> <b>Insulation - New Construction.</b> If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:	39 40 41
WALL INSULATION:   TYPE: _____ THICKNESS: _____ R-VALUE _____	42
CEILING INSULATION:   TYPE: _____ THICKNESS: _____ R-VALUE _____	43
OTHER INSULATION DATA: _____	44
8. <input type="checkbox"/> <b>Leased Property.</b> Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing:	45 46
<input type="checkbox"/> propane tank; <input type="checkbox"/> security system; <input type="checkbox"/> satellite dish; <input type="checkbox"/> other _____	47
Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease.	48 49
9. <input type="checkbox"/> <b>Homeowners' Association Review Period.</b> If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within _____ days (5 days if not filled in) of mutual acceptance:	50 51 52
1. Association rules and regulations, including, but not limited to architectural guidelines;	53
2. Association meeting minutes from the prior two (2) years;	54
3. Association Board of Directors meeting minutes from the prior six (6) months; and	55
4. Association financial statements from the prior two (2) years.	56
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	57 58 59 60
10. <input type="checkbox"/> <b>Other.</b>	61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77
Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____	78
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____	79

### INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_, 200\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ ("the Property"). 4

1.  a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. 5-9

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

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

**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived and Seller shall not be obligated to make any corrections or modifications. 24-25

b. **Additional Inspections.** If an inspector recommends further evaluation of any item by a specialist, Buyer shall have an additional \_\_\_\_\_ days (5 days if not filled in) to obtain the additional inspection by a specialist at Buyer's option and expense. On or before the end of the Initial Inspection Period, Buyer shall provide a copy of the inspector's recommendation and notice that Buyer will seek additional inspections by specialists as recommended by the inspector. If Buyer gives timely notice of additional inspections, the Initial Inspection Period shall be extended by the additional period specified above. The time for conducting additional inspections shall commence on the day after Buyer gives notice under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement. 26-33

c. **Buyer's Requests for Corrections or Modifications.** If Buyer requests corrections or modifications under paragraph 1.a above, the parties shall negotiate as set forth in this paragraph. 34-35

(i) **Seller's Response to Request for Corrections or Modifications.** Seller shall have \_\_\_\_\_ days (3 days if not filled in) after receipt of Buyer's request for corrections or modifications to give notice that Seller (a) agrees to the corrections or modifications proposed by Buyer; (b) agrees to some of the corrections or modifications proposed by Buyer; (c) rejects all corrections or modifications proposed by Buyer; or (d) offers different or additional corrections or modifications. If Seller agrees to the terms of Buyer's request for corrections or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's corrections or modifications, Buyer shall have an opportunity to reply, as follows: 36-42

(ii) **Buyer's Reply.** If Seller does not agree to all of the corrections or modifications proposed by Buyer, Buyer shall have \_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 43-47

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 48  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 49

**INSPECTION ADDENDUM TO PURCHASE & SALE AGREEMENT**  
(continued)

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

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

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

**f. Form 17.** Buyer waives the right to receive an amended Seller Disclosure Statement (NWMLS Form 17) pursuant to RCW 64.06 based on conditions identified in any inspection or inspection report(s). However, if conditions identified in any inspection or inspection report(s) would require Seller to change an answer in the "Environmental" section of Form 17 to "yes", Buyer may not waive the right to receive the amended Environmental section of Form 17.

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

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

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

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

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 93  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 94