

pointe 3

REAL ESTATE



BUYER BOOK

Hello from Pointe3.

We're excited to work with you.

Pointe3 Real Estate is a high quality, investment-minded real estate firm with top-notch brokers, extensive local market expertise, and a client-focused and technology-driven approach to helping our clients buy and sell property in the Puget Sound region.



In our current market, buying a property can seem daunting. But we're experts at winning deals for our clients without leaving money on the table. With at-our-fingertips access to every property on the market, speedy communication, and extensive training in negotiations, we know how to get you the home you desire for the right price.



In addition, we utilize modern, unique search tools like RealScout which allows you to preview homes fitting your wish list of features on the go, and allows us to identify ideal properties for you faster and more effectively.



The customer-driven, collaborative approach my team and I embody means that you'll get the market knowledge, negotiating expertise, and timely communication you deserve when purchasing a home.

I'm dedicated to helping you, and will be using my expertise along with the full resources of my firm to ensure you have the best possible experience.

Thank you, and let's get started!



Pointe3 Real Estate Buyer Agreement

This Agreement is by and between _____
and _____ dated this _____ day of _____, _____. This Agreement does not obligate you to buy or build any property. This Agreement may be terminated upon mutual agreement by either party.

Your Broker and his/her Pointe3 Real Estate team agree to provide you with the following benefits:

1. We will assist you in securing the best financing program for your specific situation.
2. We will email you consistently and quickly with any properties we can find that match your criteria.
3. We will arrange private showings of any properties you want to see, subject to their consent and availability.
4. We will educate you to the best of our ability on property histories, neighborhoods and other relevant factors during the search and discovery process.
5. When you find a property you like, we will use our specialized knowledge to strategize with you on generating the perfect offer for your situation and needs.
6. We will prepare the offer on your behalf, and help negotiate in your best interest to secure the property at the best possible price and terms.
7. We will help you facilitate the necessary steps to purchase, including appraisal, transaction coordination, coordination of contractors for bids, inspections, title, and other items.
8. We will be a resource for any questions you have regarding the real estate transaction process.

In return for these services, you agree to:

1. Seek pre-approval from a lender prior to viewing properties, or provide proof of funds for cash transactions.
2. Notify us of any properties you wish to view, and inform all other brokers, property owners, or homebuilders, whether meeting them by appointment or at an open house, that Pointe3 Real Estate is representing you.
3. Use us to formulate all offers on any properties (new or resale) on your behalf.
4. Acknowledge that your Broker and Pointe3 Real Estate are being retained solely as a real estate broker, and not as an attorney, tax advisor, lender, home inspector, appraiser, or any other professional service provider.

Buyer

Date

Buyer

Date

Pointe3 Broker

Date

Here's what will happen.

If you'll be financing the purchase, first you'll need to get pre-approved for a loan. Check out our Scoop on Financing page to learn more about how that works.

1

I'll help you narrow down the perfect areas and home features. Then I'll sign you up to get instant access when new listings that match what you're looking for come on the market, and I'll also be sending you suggestions too. We'll tour the best properties together.

Once we've found the perfect place for you, I'll help you determine an offer price, any concessions, an earnest money amount, and contingencies (like financing and inspections). Then, I'll submit your offer.

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Negotiations start! After I submit your offer, we could reach "mutual acceptance" anywhere from within the day to a week, whenever both sides have settled on a price and terms.

I'll deliver your earnest money to escrow, along with the Purchase & Sale Agreement, and I'll obtain a title report.

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Your lender will start the financing process (if applicable). Both of us will be keeping you updated along the way.

We'll conduct a property inspection (if applicable) as soon as possible. It usually includes a thorough inspection of the property, structure, and all the systems in the home.

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Your lender will order an appraisal, and once the value is accepted by the lender, your file will be sent to the underwriter for review.

Your lender may request additional information from you, but at this point, it's time to secure homeowner's insurance and to hire movers.

9

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Final approval on your loan and Closing Disclosures will be sent out. Now it's time to set up an appointment with escrow for signing. You'll need to get a cashier's check or prepare to wire funds to complete the purchase.

Time to sign! You'll meet with escrow and sign all paperwork. On Closing Day, the lender funds the loan, the transaction records with the county, and you will get the keys to your new home.

11



The hottest new listings at your fingertips.

Our RealScout and Northwest Multiple Listing Search tools allow us to access every new property listing as soon as it hits the market, so you'll get notified ASAP when something matches your criteria.



pointe3
REAL ESTATE

Search

No Min Price No Max Price Filters

Photos List Newest On Site

Showing 100 listings

Save Search

For Sale
\$640,000

3 Beds 2.75 Baths 2,511 Sqft
12617 54th Ave W, Mukilteo

Listing provided by NWMLS

For Sale
\$385,000

2 Beds 2 Baths 906 Sqft
11307 NE 128th G203, Kirkland

Listing provided by NWMLS

For Sale
\$1,200,000

4 Beds 3 Baths 2,267 Sqft

For Sale
\$712,800

2 Beds 2.5 Baths 2,131 Sqft

© 2019 NWMLS. Information Deemed Reliable But Not Guaranteed. Listings provided by NWMLS. To submit a



Received Date

3 Total listings from email

\$525,000 New

For Sale Residential
8106 8th Ave NW
Seattle, WA 98117-3215
MLS #: 1197053

2 Beds, 1.00 Baths, 870 SqFt, Year Built 1910

Whittier Heights, Ballard, Greenwood...This jewel box is perfectly sited in between multiple neigho...

1 / 25

\$749,950 New

For Sale Residential
422 NW 97th St
Seattle, WA 98117
MLS #: 1197637

3 Beds, 1.00 Baths, 1,460 SqFt, Year Built 1972

Beautifully updated open floor plan rambler with great living spaces on large lot. Warm inviting liv...

1 / 19

\$895,000 New

For Sale Residential
5415 Baker Ave NW #B
Seattle, WA 98107
MLS #: 1198423

3 Beds, 3.50 Baths, 1,820 SqFt, Year Built 2008

Enjoy breathtaking 180 degree panoramic views from this townhome perched atop Phinney Ridge. Gorgeous...

1 / 25

© Pointe3 Real Estate

The scoop on financing.

Getting pre-approved for a loan is one of the most important first steps you'll need to take. And remember - being "pre-qualified" isn't the same as being pre-approved. A pre-qualification is just a rough estimate. A pre-approval results in a commitment letter from the bank for the amount of the loan you qualify for - something that's vital to have in our market when you make an offer.



What do I need to provide my lender with?

- A copy of your driver's license and/or social security card
- Your resident alien card or visa, if you're not a U.S. citizen
- Paystubs from the last 90 days
- W-2s, 1099-MISCs, and tax returns from the last two years
- Bank statements from the last 90 days (including checking, savings, 401Ks, mutual funds, etc.)
- Divorce decree, alimony agreement, or child support agreement
- Bankruptcy papers, if you've filed in the last seven years (including a letter of explanation)
- Current homeowner's insurance policy
- Current mortgage statement and any other liens or equity lines

What will my lender ask?

- How much do you have for a down payment?
- How's your credit score? Any current debt?
- Can you cover the transaction closing costs? (These are usually 1.5-3% of your loan)
- What monthly payment are you comfy with? (Most lenders like to see below 28% of your monthly income going to your loan payments)

What should I NOT do during this time?

- Change or quit your job
- Make a large purchase with a loan
- Co-sign on any loan
- Use credit cards excessively
- Omit any debts on your application
- Make any inquiries into your credit
- Change banks

What do these terms mean?

A guide to some commonly used terms you'll see when buying a property.

CLOSING COSTS: *The fees and costs due by both parties at the time the purchase is complete. Some examples of the most common closing costs are below:*

Buyer Closing Costs

- Loan origination fee
- Appraisal
- Credit report
- Homeowner's insurance
- Pro-rated taxes
- Document preparation fee
- Title insurance for lender
- Recording fees
- Half of escrow fee
- Mortgage insurance premium

Seller Closing Costs

- Pay off of existing mortgage(s)
- Real estate commissions
- Pay off of leased items
- Pro-rated taxes
- Half of escrow fee
- Title insurance for buyer
- Excise tax (1.78% of sale price)

ESCROW: *Escrow is an impartial third party where documents and funds are deposited by buyers, sellers and lenders. They make sure all signatures are made on documents, work with the title officer, record documents, transfer funds and create a settlement statement outlining all the costs.*

EARNEST MONEY: *A good faith offering to show your commitment to a home. Escrow holds this in an account and it becomes part of your total funds to close - it is not additional to those monies. It's refunded to you if you fulfill all your obligations, but the sale doesn't close.*

FORM 17: *The Seller disclosure form that you see when you're writing an offer. Waiving this form means you're eliminating your right to revoke your offer after you read what's been disclosed about the property on this form.*

TITLE INSURANCE: *Title is the rights to a piece of property. Title insurance is a policy protecting you and the lender from losses if a property ownership dispute happens.*



Condo vs. Single Family vs. Townhouse

The purchasing process varies based on the type of property you buy. Here's a quick overview of some of the differences:

CONDOMINIUMS

Buying a condo provides the most hands-off approach to homeownership. When you purchase a condo, you're buying the unit itself, and shared use of the common areas in the building, which are taken care of by the Home Owners' Association (HOA). To protect buyers, WA state law requires the seller to pay for and furnish you with a detailed disclosure called the Condominium Resale Certificate, which is provided by the HOA. It's a collection of documents that tells you everything you need to know about the governing and finances of the unit and the building - such as community rules and bylaws, expected fees and dues, the condo building's financial health and budget, the building's condition, any violations that have happened, any expected repairs, reserve study results, and any litigation that's happened at the property. Once you've received the certificate, you have up to five days to review it. If you don't like what you see, you can terminate the transaction and get your earnest money back. (This Resale Certificate does not apply in new construction condos, or condo conversions - instead you'll receive a public offering statement.)

SINGLE FAMILY HOMES

Purchasing a detached single family home means you own the structure itself and the land it comes on. You have more flexibility and freedom when it comes to making improvements to the property or the land, and typically have a larger, more private lot than a townhouse. Subsequently, single family homes are in greater demand, and cost more than condos or townhouses.

TOWNHOUSES

A townhouse is similar to a single family house, but townhouses typically have a shared wall with a neighbor, and a Home Owners' Association to cover maintenance of the development's shared common areas. Townhouses also usually come with smaller lots than single family homes. Similar to purchasing a condo, you'll receive a copy of the community rules and bylaws, as well as an outline of the fees and dues required as a part of the association's membership. With townhouses, you may have a shared wall with a neighbor, or have some HOA-owned landscaping outside of the townhouse. It's important to fully understand the HOA rules and any limitations that may not be completely obvious at first glance.

Making Your Offer More Competitive

Steps we can take to make your offer more appealing in a competitive market.

These terms can be mixed and matched in any combination to create the most competitive and appealing offer for your specific situation.

BASE LINE

- Full price offer
- Inspection Contingency (5 days)
- Financing Contingency
- Title Contingency
- Earnest money at 1.5%
- 30 day close

STEP ONE

- Escalation up to \$15,000 over
- Shorten timelines
- Pre-inspection before offer
- Waiving Title
- Waiving Paragraph W
- Waiving Form 17
- Earnest money at 2%
- Under a 30 day close

STEP TWO

- Escalation up to \$30,000 over
- Waiving inspection
- Some funds to cover low appraisal
- Earnest money at 3% or more
- Some non-refundable earnest money
- Delayed possession / rent back

STEP THREE

- Escalation over \$30,000
- Waiving appraisal
- Waiving financing
- All earnest money non-refundable



How do property taxes work?

Here's an explanation of how property taxes get divvied up during a sale.

In Washington State, County Property Taxes are only due **twice a year**.

The first payment is due on or before **April 30th**, and that payment covers the time period between January 1st - June 30th.

The second payment is due on or before **October 31st**, which covers the time period between July 1st - December 31st.

FIRST HALF TAXES	
January	February
March	April *
May	June

SECOND HALF TAXES	
July	August
September	October *
November	December

The County Treasurer does NOT accept partial tax payments.

So, based on your closing date, there may be property taxes that the seller has paid that you owe them for. Or, there may be taxes that you will pay that the seller owes you for.

Because of this, at closing, escrow will verify the tax payments and prorate the taxes between you and the seller as needed.

You'll see this property tax proration reflected on your Settlement Statement.



The information we have provided to you on the subsequent pages regarding Purchase & Sale Agreement and Addenda forms does not, and is not intended to, constitute legal or agency advice. All information and content are for your general information only. Please note also that the following forms and explanations may not constitute the most up-to-date information.

As real estate brokers, we're happy to answer any of your questions, but you should not act (or refrain from acting) based on information in this Buyer Book without first seeking legal advice. Only you and your attorney can decide on accuracy of the information contained herein, your interpretation of it, and whether it's applicable or appropriate to your situation.

You hereby release Pointe3 Real Estate LLC and its employees and independent contractors from all liability with respect to actions taken or not taken based on the contents of this Buyer Book.

Thank you!

Item 5: Included Items - The Seller decides what items will be sold along with the home. You can check additional boxes as "requests" when you make your offer. (See Page 2, Item C for more info on included items.)

Item 7: Earnest Money - You can pay Earnest Money with a personal check or wire transfer the funds. This money is due within two days of mutual acceptance (both parties accepting the terms). The majority of the time, the Earnest Money will be held by the Closing Agent (usually your Title & Escrow company).

Item 8: Default - Selecting 'Forfeiture of Earnest Money' means that, if the deal falls through, you're only financially responsible for the Earnest Money that you paid (this is defined later in the agreement on Page 4, Item O, Section i. as a maximum of 5% of the purchase price).

Item 13: Charges/Assessments - The Seller is responsible for paying any utility charges or Local Improvement District charges that were due before the Closing Date. This section applies to charges that occurred before the Closing Date, but were billed/due after the Closing Date.

Item 14: Seller Citizenship - If the Seller is legally a 'foreign person,' the sale of the property will be subject to Foreign Investment in Real Property Tax Act (FIRPTA) income tax withholding.

Form 21
 Residential Purchase & Sale Agreement
 Rev. 2/17
 Page 1 of 5

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RESIDENTIAL REAL ESTATE 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/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert; wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave; generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
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. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
16. **Addenda:** _____

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

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

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. 1
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b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, 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 Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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. 5
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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. 20
 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof. 21
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c. Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 37
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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. 44
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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 52
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Item a: Purchase Price - This paragraph defines how you'll pay for the property at Closing: either by paying cash, or by financing the sale if we have the Financing Addendum included. It also states that you have enough money to purchase it without relying on any other sources of money, unless we have attached a Contingency Addendum. If you're using gifts, 401K withdrawals, etc. you'll want to check with your lender and make sure you have access to all the funds before making the offer.

Item b: Earnest Money - The Earnest Money is due within two days of mutual acceptance, and you'll deliver it to us or directly to the Closing Agent.

Item d: Condition of Title - This means that, on the Closing Date, the Seller must be able to give you the title to the property "clean" of any liens or other problems that would make you unable to take the property. Keep in mind that a 'clean' title can still include things like easements that have been granted to a neighbor with a shared driveway, or encroachments of a tree onto the property, or other restrictions or conditions. 'Clean' title would be free of any monetary encumbrances.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling 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.

Item f: Closing & Possession - 'Closing' is the day that all the paperwork is recorded (Page 1, Item 11). You'll take possession on Closing Day at 9:00 PM, unless otherwise specified.

f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to 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.

Item h: Closing Costs & Prorations & Charges & Assessments - See our "How Property Taxes Work" handout for an explanation of how payment of property taxes is handled.

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. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. 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) 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 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 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 Selling 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 Selling Broker, on request, any and all information and copies of documents concerning this sale.

Contract Cliff Notes: Residential Purchase & Sale
Explanations on key items in the purchase and sale contract for single family homes.

Item j: Seller Citizenship and FIRPTA - The Escrow company will take care of verifying that the Seller's citizenship status is correct. It's important that you know the status, because unpaid taxes might pass to you if the Seller's citizenship is incorrect.

Item l: Computation of Time - The day you take possession of the property can take place on any day. If any other due date within the agreement falls on a Saturday, Sunday, or legal holiday, it normally rolls forward to the next day that isn't a Sat/Sun/holiday, unless otherwise agreed upon.

Item q: Offer - 'Acceptance' of the offer happens when we've received an all-around signed copy of this agreement back from the Seller. The Seller has until 9:00 PM on the Offer Expiration Date to accept your offer, unless you withdraw your offer before then.

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

Continued

- 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") at Closing and provide the certification to the Closing Agent. 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.

- 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 Selling Broker, or at the licensed office of Selling 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 Selling 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). 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. 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.

- 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 the prevailing party is entitled to reasonable attorneys' fees and expenses.

- q. Offer.** Buyer shall 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 received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

Item r: Counteroffer - If the Seller changes anything on the agreement when they send it back to us, that makes it a 'Counteroffer' and a new deadline is set. You then have until that deadline (Counteroffer Expiration Date) to either accept it, or counter with more changes.

Item t: Agency Disclosure - Pointe3 Real Estate is the Selling Firm and I represent you under Pointe3 Real Estate. If for any reason I'm not able to complete the transaction, Pointe3 Real Estate will appoint another Broker within the Firm to carry out the transaction.

Item u: Commission - The Seller is responsible for paying the sales commission, which is laid out in the Seller's Listing Agreement that they have with their Broker. You don't pay any commissions (unless otherwise agreed upon).

Item w: Information Verification Period - This paragraph is often removed when there are multiple offers on the property, or when you're trying to make your offer more competitive.

Form 21 Residential Purchase & Sale Agreement Rev. 2/17 Page 5 of 5	©Copyright 2017 Northwest Multiple Listing Service ALL RIGHTS RESERVED
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT GENERAL TERMS <i>Continued</i>	
<p>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. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.</p>	172 173 174 175 176 177
<p>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.</p>	178 179 180
<p>t. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling 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 Selling 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 Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 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."</p>	181 182 183 184 185 186 187 188 189
<p>u. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, 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 Firm(s). In any action by Listing or Selling 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.</p>	190 191 192 193 194 195 196 197
<p>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.</p>	198 199 200
<p>w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm 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.</p>	201 202 203 204
<p>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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. 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.</p>	205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date	

Form 28
 Condominium Purchase & Sale
 Rev. 2/17
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**CONDOMINIUM PURCHASE AND SALE AGREEMENT
 SPECIFIC TERMS**

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

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

3. **Seller:** _____
Seller Seller

4. **Property:** Tax Parcel No(s): _____ Unit No.: _____
 Residential Condominium: _____ Parking No.: _____ Storage No.: _____
Address City County State Zip

Declaration Recording No.: _____; Declaration Recording No. attached as Exhibit A
 Declaration Recording No. Not Available, attach NWMLS Form 29

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

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

7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)

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. **New Construction or Conversion:** is (attach NWMLS Form 29); is not

16. Public Offering Statement or Resale Certificate (whichever is applicable): received _____; deliver to Buyer _____ days after mutual acceptance.

17. Condominium Assessment: \$ _____ per month and Deposit equal to _____ month's assessment at Closing

18. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
 Listing Broker represents: Seller; both parties

19. **Addenda:** _____

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

Item 13: Charges/Assessments Levied Before but Due After Closing - Just like the Residential Purchase & Sale, the Seller is responsible for paying the charges that were due before the Closing Date - including any condominium special assessments (such as home owners' association dues). This section applies to charges that occurred before the Closing Date, but were billed/due after the Closing Date.

Item 16: Resale Certificate - See our handout "Condo vs. Single Family vs. Townhouse" for more info on Resale Certificates.

Item 17: Condominium Assessment - This is the monthly home owners' association dues. Many times, the association requires a reserve of some funds in advance, in case you don't make some payments in the future. If they do, it'll be due at Closing per the association's guidelines.

**FINANCING ADDENDUM TO
 PURCHASE & SALE AGREEMENT**

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

Item 1a: Loan Application/Waiver of Contingency - You need to provide all the information about your loan when you're making an offer. If you decide to change lenders, or change your loan type during the transaction, the Seller has to agree to it in writing first. Your pre-approval takes care of most of the items for the loan application. A completed Purchase & Sales Agreement is usually the last step in your application process.

1. LOAN APPLICATION/WAIVER OF CONTINGENCY. 5
a. Loan Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"): Conventional First; Conventional Second; Bridge; VA; FHA; USDA; Home Equity Line of Credit; Other _____ 6
 (the "Financing Contingency"). Buyer shall pay \$ _____; or _____ % of the Purchase 7
 Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 8
 Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 9
 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, 10
 "application" means the submission of Buyer's financial information for the purposes of obtaining an extension 11
 of credit including Buyer's name, income, social security number (if required), the Property address, purchase 12
 price, and the loan amount. 13
b. Waiver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within 14
 the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 15
 the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 16
 the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 17
 Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of 18
 this Addendum, "lender" means either the party to whom the application was submitted or the party funding 19
 the loan. 20
 21
 22

Item 2: Loan Information - The Seller can ask for a status update on your loan. Most lenders keep all parties up to date throughout the process. But, if a Seller serves this notice asking for a status update and you don't provide a completed Loan Information Notice to them within the timeframe, the Seller has the right to issue a termination notice (see Item 3 below).

2. LOAN INFORMATION. 23
a. Seller's Request for Loan Information. At any time _____ days (10 days if not filled in) after mutual 24
 acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan 25
 application ("Request for Loan Information"). NWMLS Form 22AL may be used for this notice. 26
b. Buyer's Loan Information Notice. Within _____ days (3 days if not filled in) of receiving Seller's Request 27
 for Loan Information, Buyer shall give notice of the status of Buyer's loan application ("Loan Information 28
 Notice"). Buyer's notice shall be on NWMLS Form 22AP and shall include the date of application, the name 29
 of lender, a list of the information that Buyer has provided to lender, and a warranty that Buyer has provided 30
 all information requested by lender. 31
c. Failure to Provide Loan Information Notice. If Buyer fails to timely give to Seller a completed Loan 32
 Information Notice, Seller may give the Right to Terminate Notice described in Paragraph 3 (Seller's Right to 33
 Terminate) at any time after the date that the Loan Information Notice is due. 34

Item 3a + 3b: Seller's Right to Terminate - If the Seller decides to terminate based on Item 2 above, you have the option of waiving your financing contingency. If you don't waive it, the Seller can officially terminate the agreement, and Earnest Money is refunded. If you do waive it, but your financing falls through, you would lose your Earnest Money.

3. SELLER'S RIGHT TO TERMINATE. 35
a. Right to Terminate Notice. At any time _____ days (30 days if not filled in) after mutual acceptance, 36
 Seller may give notice that Seller may terminate the Agreement at any time 3 days after delivery of that notice 37
 (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice. 38
b. Termination Notice. If Buyer has not previously waived the Financing Contingency, Seller may give notice of 39
 termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right 40
 to Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing 41
 Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 42
 22AR shall be used for this notice. If not waived, the Financing Contingency shall survive the Closing Date. 43
c. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 3 will; 44
 or will not (will, if not filled in) constitute waiver of Paragraph 7 (Appraisal Less Than Sales Price). 45

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

4. **LOAN COST PROVISIONS.** Seller shall pay up to \$ _____; or _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is insufficient to pay for those costs. 46-51

5. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close; and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation. 52-57

6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 58-60

7. APPRAISAL LESS THAN SALE PRICE. 61

a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7. 62-64

b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 65

(i) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value; 66-69

(ii) Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 70-75

(iii) Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or 76-77

(iv) Seller's rejection of Buyer's notice of low appraisal. 78-79

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal, and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80-82

c. **Buyer's Reply.** 83

(i) Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 84-86

(ii) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 87-89

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 90-92

Item 7: Appraisal Less Than Sale Price - If the lender's appraisal comes in low, the Seller can either re-appraise the property themselves with an appraiser approved by the buyer's lender, reduce the Purchase Price, reduce the Purchase Price and have you pay the difference, or reject the low appraisal. You then decide whether to accept or terminate. (Keep in mind, if you waive the Financing Contingency to strengthen your offer, this Appraisal Contingency will also be waived unless otherwise noted.)

Contract Cliff Notes: Financing Addendum
Working with a lender to finance the purchase? We'll use this form.

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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

CHECK IF INCLUDED: 5

Item 1: Square Footage/Lot Size/Encroachments -
You're responsible for verifying the square footage, the size of the lot, or any encroachments - don't rely on the Seller's claims in any advertisements.

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker 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. 6-10

Item 2: Title Insurance - The Seller is required to pay the premium for Title Insurance for you. Extended coverage requires an ALTA survey which can be \$2-5k and once it's disclosed, these items are excepted from coverage. Standard coverage is less expensive and doesn't cover for anything in the future (e.g. an encroachment). In most cases, the ALTA Homeowner's policy in the original Purchase & Sale is the best coverage.

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 Standard Owner's Coverage. 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, rather than the Homeowner's Policy of Title Insurance. 14-17
 Extended Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22

Item 3: Seller Cleaning - The Seller is required to clean out any trash from inside the property before you take possession - but this doesn't mean they have to have the home professionally cleaned.

3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24

4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27

5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 28
 public water main; public sewer main; septic tank; well (specify type) _____; 29
 irrigation water (specify provider) _____; natural gas; telephone; 30
 cable; electricity; other _____ . 31

6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 32-34
WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 35
CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
OTHER INSULATION DATA: _____ 37

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ . 38-40

Contract Cliff Notes: Optional Clauses
These are additional common items that come up during a sale.

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Item 8: Homeowners' Association Review Period - You can decide to make your offer conditioned on reviewing and approving the homeowners' association's rules and regulations, by-laws, financials, etc.

8. Homeowners' Association Review Period. If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this 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.

Item 11: Home Warranty - Home warranties are not standard. Some Sellers or listing brokers decide to provide a one year warranty, which would be indicated in their listing.

9. Homeowners' Association Transfer Fee. If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).

10. Excluded Item(s). The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11. Home Warranty. Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: _____
- b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: _____
_____ (none, if not filled in).
- d. Other: _____

12. Other.

Contract Cliff Notes: Optional Clauses
These are additional common items that come up during a sale.

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

Item 1: Inspection Contingency - This gives you the right to inspect the property, and then, if problems are discovered, either request that the Seller fix the problems, terminate the agreement without giving the Seller an opportunity to fix them, or change the terms of your offer.

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. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 5-10
Sewer Inspection. Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line. 11-13
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. 14-19
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 repairs to the property 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 repairs to the property 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. 20-28
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 repairs or modifications. 29-30
b. Additional Inspections. If an inspector so recommends, Buyer may obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have _____ (5 days if not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 31-35
c. Buyer's Requests for Repairs or Modifications. If Buyer requests repairs or modifications under paragraph 1.a or 1.b. above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and replies made in accordance with the following procedures are irrevocable for the time period provided. 36-39
(i) Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs 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 repairs or modifications, Buyer shall have an opportunity to reply, as follows: 40-47

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

Contract Cliff Notes: Inspection Addendum
We'll use this if you're doing a pre-inspection or making the sale contingent on the inspection.

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs 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.

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

d. **Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

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. **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).

2. **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.

Item 3: Pre-inspection Conducted - You can decide to pre-inspect the property before making an offer. Doing this will allow you to craft your initial offer based on your findings, and allow you to agree to purchase the property as is (often used as a way to strengthen your offer in a competitive market).

3. **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 Broker or Selling Broker.

Item 4: Waiver of Inspection - We strongly advise that you conduct a pre-inspection rather than waive the inspection altogether.

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 Broker or Selling Broker.

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

Contract Cliff Notes: Inspection Addendum
We'll use this if you're doing a pre-inspection or making the sale contingent on the inspection.

**ESCALATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

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

Notice to Buyer - This addendum is used when you want to increase your offer price if the Seller receives another offer that is equal or higher than your offer. It's not legally binding until the offer is signed around by all parties, the competing offer is given, and everyone has accepted the terms. Until then, the Seller can continue to negotiate with any buyers, and can disclose the terms of your offer to other buyers.

NOTICE TO BUYER: By including this Addendum in the Agreement, you agree to have your purchase price increased if Seller receives an equal or higher offer from another buyer (the "Competing Offer"). This Addendum does not assure that the Competing Offer used to establish your purchase price will, in all ways, be comparable to yours. You are cautioned to offer no more than you are willing to pay for the Property. You are further advised that Seller or Seller's broker(s) may disclose the terms of your offer, including this Addendum, to others. 5
6
7
8
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Item 2: Competing Offer - This can contain almost any terms, but it must close within the time period specified, and it can't be contingent on the sale of your old home if it hasn't been listed for sale yet. Requiring that the full purchase price be paid in cash at closing prevents the Seller from financing a portion of a competing offer.

1. **PURCHASE PRICE.** If Seller receives a Competing Offer for the Property prior to accepting this offer, with a Net Price equal to or greater than the Net Price of this offer, then the Net Price of this offer shall be increased to \$_____ more than the Net Price of the Competing Offer. In no event, however, shall the new purchase price of this offer exceed \$_____. The term "Net Price" means the stated purchase price (or the maximum price if the Competing Offer contains a price escalation clause) less any price adjustments such as credits to Buyer for closing costs. 10
11
12
13
14
15

2. **COMPETING OFFER.** A Competing Offer must be a bona fide, arm's length, written offer on NWMLS or similar forms, containing all material terms necessary for an enforceable agreement which (a) requires the full purchase price to be paid in cash at closing; (b) provides for closing no later than _____ days (60 days if not filled in) from the date of this offer; and (c) is not contingent on the sale of the buyer's property (i.e. no NWMLS Form 22B or equivalent). A Competing Offer may include other conditions, such as a buyer's pending sale of property contingency (i.e. NWMLS Form 22Q or equivalent). 16
17
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19
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21

Item 4: New Purchase Price Worksheet - This section helps calculate final purchase price, however it's not part of the agreement. It doesn't have to be completed or even accurate in order to have a binding acceptance of the offer.

3. **SELLER'S ACCEPTANCE.** Seller's escalation of this offer shall not be effective unless it is accompanied by a complete copy of any Competing Offer used to escalate the purchase price, including any escalation provision. 22
23
24

4. **NEW PURCHASE PRICE WORKSHEET.** The following formula is provided to assist the parties in calculating the new purchase price. The worksheet can only be completed when the purchase price of the Competing Offer is known. The accuracy or completeness of the calculation shall not render this Agreement unenforceable, and to the extent the following calculations are inconsistent with the escalation provisions above, the escalation provisions shall control. 25
26
27
28
29

Purchase Price of Competing Offer (or the maximum purchase price of the Competing Offer if it contains an escalation provision)	\$ _____	30
Less Credits to Buyer in Competing Offer	\$ _____	31
Competing Offer Net Purchase Price	\$ _____	32
Plus Escalation Amount (this offer)	\$ _____	33
Plus Any Credits to Buyer (this offer)	\$ _____	34
New Purchase Price (this offer)	\$ _____	35

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

Contract Cliff Notes: Escalation Addendum
This would be used if you want to escalate your offer price to compete with other offers.

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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

1: Title Contingency - As you read about in the Purchase & Sale Agreement, Page 1, Item D, the Seller is required to provide a 'clean' title to you at Closing. If there are issues on the title, the Seller has five days to clear those up prior to Closing. The Seller has to give notice within three days that they agree to clear them up, otherwise you can terminate the agreement and get your Earnest Money back.

Item 2: Supplemental Title Reports - If you get a new title report before Closing that discloses new problems, all the time periods reset and the clock starts again. The Closing Date will get extended to accommodate the new timelines.

1. Title Contingency. This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9
Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. Supplemental Title Reports. If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20
3. Marketable Title. This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

Contract Cliff Notes: Title Contingency
This addresses what happens if there are issues with the property's title.

Moving Timeline

Steps you can take to make your move go as smoothly as possible.

8 WEEKS BEFORE MOVING

- Take an inventory of all household goods
- Start preparing travel arrangements
- Decide if you're hiring professional movers
- Organize a moving sale
- Arrange travel requirements for any pets
- Contact schools at your new neighborhood regarding admissions

6 WEEKS BEFORE MOVING

- Get moving boxes & pack rarely used items
- Look at your new property's floorplan, and plan what to give away or sell
- Transfer subscriptions to the new address
- Begin collecting records from your current schools, doctors, and vets.

4 WEEKS BEFORE MOVING

- Start changing your address with utility companies, the post office, banks, and insurance, setting your change date to shortly after your closing date.
- Schedule your moving company
- Check on any parking restrictions or elevator reservations at your new residence for moving day

2 WEEKS BEFORE MOVING

- Begin packing valuables
- Use up any frozen food and perishables
- Update your home owner's insurance provider
- Schedule cleaning of your current home
- Confirm that utilities are connected at your new home
- Pick up any prescriptions, dry cleaning, or other pending items

1 WEEK BEFORE MOVING

- Set aside everything you'll take which will not be moved with the moving company
- Finish packing non-necessities

2 DAYS BEFORE MOVING

- Make an "unload first" box with the most important items for Day 1 in your new home, such as toiletries, coffee, cups, towels, etc.
- Prepare a cooler with some drinks for moving day

MOVING DAY

- Check every room and around the premise
- Lock windows, turn off lights, close doors, and take a final tour
- Take a photo at your old home and your new home!

Need a vendor to help at your old home or at your new home? Our contractor list has dozens of reputable local resources for you, whether you need a mover, a plumber, an interior designer, an attorney, or anything in between.

Visit [P3vendors.com](https://www.p3vendors.com) and use the password **pointe3re**

THE LAW OF REAL ESTATE AGENCY

This pamphlet explains your legal rights in dealing with a real estate broker or salesperson and how to protect yourself before signing any documents.

The following is only a brief summary of the attached law.

SEC. 1. Definitions. Defines the specific terms used in the law.

SEC. 2. Relationships between Brokers and the Public. Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subject, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and its managing broker responsible for the supervision of both brokers are dual agents and each broker is solely responsible for his or her client — unless the parties agree in writing that both brokers are dual agents.

SEC. 3. Duties of a Broker Generally. Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Required disclosure of the broker's agency relationship in a specific transaction.

SEC. 4. Duties of a Seller's Agent. Prescribes the additional duties of a broker representing the seller or landlord only.

SEC. 5. Duties of a Buyer's Agent. Prescribes the additional duties of a broker representing the buyer or tenant only.

SEC. 6. Duties of a Dual Agent. Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.

SEC. 7. Duration of Agency Relationship. Describes when an agency relationship begins, and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.

SEC. 8. Compensation. Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.

SEC. 9. Vicarious Liability. Eliminates the liability of a party for the conduct of the party's agent or subject, unless the principal participated in or benefited from the conduct of the agent or subject's conduct. Also limits the liability of a broker for the conduct of a subject.

SEC. 10. Imputed Knowledge and Notice. Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.

SEC. 11. Interpretation. This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.

SEC. 12. Short Sale. Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

MEMO REGARDING YOUR DISCLOSURE RIGHTS AND OBLIGATIONS

During a real estate transaction, buyers need to understand their own duty of diligence and their own responsibility. Pointe3 Real Estate and its Brokers are not attorneys, and this Memo is provided by Pointe3 Real Estate as a source of information and not equivalent to advice. Please see an attorney if you have any disclosure questions.

Disclosure Overview for Buyers

It's important for buyers to realize that sellers have no duty to inspect their property or find defects in it. Additionally, sellers may not even see some conditions of their property to be defects.

Seller's duty:

- A limited duty to disclose material defects that substantially affect the physical condition of the title to the property, and
- A limited duty to disclose information that substantially adversely affects the value of the property.

Sellers typically have NO duty to disclose things like events occurring at the property or within the neighborhood, such as:

- Crime that occurred at the property or within the neighborhood
- Any future development that may occur in the neighborhood
- Political or religious activities in the area

For a Buyer to discover these things, they are encouraged to send an inspector which is under reviewing the neighborhood. Washington law sets the duty of diligence on the Buyer to inspect the property and investigate any information that the Seller provides, even if you waive inspection or don't follow through with any further investigation. His duty of diligence means that you are held to the standard as if you had done a diligent investigation.

Negligence requires that the seller be on notice of the defects and that the seller fails to disclose it through negligence or mistake. Sellers are not aware of most of the condition of the property and have to rely on inspectors to conduct the same thing. A seller who has knowledge of a material defect has a duty to disclose the defect, and is liable to a claim of fraudulent concealment from the buyer or future buyers.

WIRE FRAUD INFORMATION

You saved for the down payment, scheduled the move, and are dreaming of planting new roots. Closing is right around the corner... unless a scammer gets your settlement fees first.

The Federal Trade Commission and the National Association of Realtors® are warning home buyers about an email and money wiring scam. Hackers have been monitoring real estate communications to get information about upcoming real estate transactions.

After figuring out the closing dates, the hacker sends an email to the buyer, posing as the real estate professional or title company. The bogus email says there has been a last minute change to the wiring instructions, and tells the buyer to wire closing costs to a different account. But it's the scammer's account.

If the buyer takes the bait, their bank account could be cleared out in a matter of minutes. Often, that's the money the buyer will never see again.

If you're buying a home and get an email with money-wiring instructions, STOP.

Here are some steps to take first to help you avoid phishing scams:

- Check the "From" email closely. Is it really who you believe it is, or is the spelling a little off to the right or different from the expected sender?
- Never email any financial information. It's not secure.
- Always call your real estate agent, your lender, or title representative before transferring any money to confirm all account numbers verbally.
- If you're giving your financial information on the web, make sure the site is secure. Look for a URL that begins with https (the "s" stands for secure). And, instead of clicking a link in an email to go to an organization's site, look up the real URL and type in the web address yourself.
- Be cautious about opening attachments and downloading files from emails, regardless of who sent them. These files can contain malware that can weaken your computer's security.
- Keep your operating system, browser, and security software up to date.

If you give your information to a scammer, visit IdentityTheft.gov. If you receive a phishing email, report it to the FTC at ftc.gov/complaint.

HOME INSPECTION DISCLOSURE

Pointe3 Real Estate and its brokers have access to many home inspectors via our business relationships and industry knowledge, and may provide you with a list of local inspectors. Washington State law requires that a real estate broker who refers a home inspector to a buyer or seller with whom the broker has a current or past relationship (including, but not limited to, a business relationship) fully disclose in writing to the buyer or seller the nature of the relationship.

A professional inspection report will give you detailed information about the home's physical condition, systems, and features, and will usually note any possible future issues. It's important to note that home inspectors do their best, but may still miss an issue, especially those that are unseen — and they cannot predict every possible future problem that could arise. Some home inspectors may not inspect heating and cooling systems, roofs, or certain other systems or components.

Please note that any and all contractor contact information is provided as an added convenience to our clients. Pointe3 Real Estate and its brokers are in no way affiliated with or compensated by any contractors.

We also encourage you to conduct independent research to determine suitability of the services and quality of workmanship for your needs. Furthermore, Pointe3 Real Estate and its brokers shall be held harmless from and against any and all claims, demands, causes of action, damages, liability, losses and expenses arising from work and/or services performed by any home inspector.

Any and all fees associated with the work and/or services performed shall be paid directly to the respective contractor.

Additional information about inspections and inspectors is available from the American Society of Home Inspectors at www.ashi.org or the International Association of Certified Home Inspectors at www.iaqi.org.

SEWAGE TREATMENT CAPACITY CHARGE

Effective January 1, 2014

WHAT IS THE CAPACITY CHARGE?
The sewage treatment capacity charge is a charge in addition to sewer service billed to domestic customers who connected to the sanitary sewer system on or after Feb. 1, 1995.

WHY DO WE HAVE A CAPACITY CHARGE?
To protect public health and the environment, King County's wastewater treatment system must keep pace with growth in our region. That means building more pipes, pump stations, and treatment plants.

(continued next page)

King County
Department of Environmental & Parks
Wastewater Treatment Division

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

September 2013

EQUAL HOUSING OPPORTUNITY

We Do Business in Accordance With the Federal Fair Housing Law
(The Fair Housing Amendments Act of 1988)

It is illegal to Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin

<ul style="list-style-type: none"> ■ In the sale or rental of housing or residential lots ■ In advertising the sale or rental of housing ■ In the financing of housing 	<ul style="list-style-type: none"> ■ In the provision of real estate brokerage services ■ In the appraisal of housing ■ Blockbusting is also illegal
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Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:
1-800-649-9777 (Toll Free)
1-800-927-9275 (TTY)

U.S. Department of Housing and Urban Development
Assistant Secretary for Fair Housing and Equal Opportunity
Washington, D.C. 20410

Department of Housing and Urban Development Form HUD-905.1 (05/2013)

The undersigned acknowledges receipt of the following:

- The Law of Real Estate Agency handout
- Memo Regarding Your Disclosure Rights & Obligations
- Wire Fraud Information sheet
- Home Inspections Disclosure
- Sewage Treatment Capacity Charge handout
- Protect Your Family From Lead in Your Home handout
- Equal Housing Opportunity handout

Client	Date
Client	Date
Client	Date



THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. **Definitions.** Defines the specific terms used in the law.
- SEC. 2. **Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. **Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. **Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. **Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. **Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. **Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. **Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. **Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. **Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. **Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. **Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2: RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

- (a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;
- (b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;
- (c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;
- (d) Broker is the seller or one of the sellers; or
- (e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3: DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

- (a) To exercise reasonable skill and care;
- (b) To deal honestly and in good faith;
- (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
- (d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;
- (e) To account in a timely manner for all money and property received from or on behalf of either party;
- (f) To provide a pamphlet on the law of real estate agency in the form prescribed in

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

SECTION 4:

DUTIES OF A SELLER'S AGENT.

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

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

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

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

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

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

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

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

SECTION 5:

DUTIES OF A BUYER'S AGENT.

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

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

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

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

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

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

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

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

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

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

SECTION 6: DUTIES OF A DUAL AGENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7:

DURATION OF AGENCY RELATIONSHIP.

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

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

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

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

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

SECTION 8:

COMPENSATION.

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

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

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

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

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

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

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

SECTION 9: VICARIOUS LIABILITY.

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

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

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

SECTION 10: IMPUTED KNOWLEDGE AND NOTICE.

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

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

SECTION 11: INTERPRETATION.

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

SECTION 12: SHORT SALE.

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

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Northwest Multiple Listing Service

Revised July 2013
RCW 18.86.120

MEMO REGARDING YOUR DISCLOSURE RIGHTS AND OBLIGATIONS

During a real estate transaction, Buyers need to understand their own duty of diligence and investigation. Pointe3 Real Estate and its Brokers are not attorneys, and this Memo is provided by Pointe3 Real Estate as general information and not legal advice. Please consult an attorney if you have any disclosure questions.

Disclosure Overview For Buyers

It's important for Buyers to realize that Sellers have no duty to inspect their property or find defects. Additionally, Sellers may not consider some conditions at their property to be defects.

Sellers have:

- a limited duty to disclose material defects that substantially affect the physical condition of or title to the property, and
- a limited duty to disclose information that substantially adversely affects the value of the property.

Sellers typically have NO duty to disclose things like events occurring at the property or within the neighborhood, such as:

- Crimes that occurred at the property or within the neighborhood
- Any future development that may occur in the neighborhood
- Political or religious activities in the area

For a Buyer to discover these things, they are encouraged to conduct an inspection which includes reviewing the neighborhood. Washington law puts the duty of diligence on the Buyer to inspect the property and investigate any information that the Seller provides. Even if you waive inspection or don't follow through with any further investigation, this duty of diligence means that you are held to the same standard as if you had done a diligent investigation.

Negligence requires that the Seller be on notice of the defect and that he or she failed to disclose it through inadvertence or mistake. Sellers are not guarantors of the condition of the property and have no duty to investigate its condition. At the same time, a Seller who has knowledge of a material defect has a duty to disclose the defect, and is open to a claim of fraudulent concealment from the Buyer for failure to do so.

WIRE FRAUD INFORMATION

You saved for the down payment, scheduled the move, and are dreaming of planting new roots. Closing is right around the corner... unless a scammer gets your settlement fees first.

The Federal Trade Commission and the National Association of Realtors® are warning home buyers about an email and money wiring scam. Hackers have been monitoring real estate communications to get information about upcoming real estate transactions.

After figuring out the closing dates, the hacker sends an email to the buyer, posing as the real estate professional or title company. The bogus email says there has been a last minute change to the wiring instructions, and tells the buyer to wire closing costs to a different account. But it's the scammer's account.

If the buyer takes the bait, their bank account could be cleared out in a matter of minutes. Often, that's money the buyer will never see again.

If you're buying a home and get an email with money-wiring instructions, STOP.

Here are some steps to take first to help you avoid phishing scams:

- Check the "From" email closely. Is it really who you believe it is, or is the spelling a little off? Is the Reply-to different from the expected sender?
- Never email any financial information. It's not secure.
- **Always call your real estate agent, your lender, or title representative before transferring any money to confirm all account numbers verbally.**
- If you're giving your financial information on the web, make sure the site is secure. Look for a URL that begins with https (the "s" stands for secure). And, instead of clicking a link in an email to go to an organization's site, look up the real URL and type in the web address yourself.
- Be cautious about opening attachments and downloading files from emails, regardless of who sent them. These files can contain malware that can weaken your computer's security.
- Keep your operating system, browser, and security software up to date.

If you gave your information to a scammer, visit [IdentityTheft.gov](https://www.identitytheft.gov). If you receive a phishing email, report it to the FTC at [ftc.gov/complaint](https://www.ftc.gov/complaint).

HOME INSPECTION DISCLOSURE

Pointe3 Real Estate and its brokers have access to many home inspectors via our business relationships and industry knowledge, and may provide you with a list of local inspectors. Washington State law requires that a real estate broker who refers a home inspector to a buyer or seller with whom the broker has a current or past relationship (including, but not limited to, a business or familial relationship) fully disclose in writing to the buyer or seller the nature of the relationship.

A professional inspection report will give you detailed information about the home's physical condition, systems, and fixtures, and will usually note any possible future issues. It's important to note that home inspectors do their best, but may still miss an issue - especially those that are unseen - and they cannot predict every possible future problem that could arise. Some home inspectors may not inspect heating and cooling systems, roofs, or certain other systems or components.

Please note that any and all contractor contact information is provided as an added convenience to our clients. Pointe3 Real Estate and its brokers are in no way affiliated with or compensated by any contractors.

We also encourage you to conduct independent research to determine suitability of the services and quality of workmanship for your needs. Furthermore, Pointe3 Real Estate and its brokers shall be held harmless from and against any and all claims, demands, causes of action, damages, liability, losses and expenses arising from work and/or services performed by any home inspector.

Any and all fees associated with the work and/or services performed shall be paid directly to the respective contractor.

Additional information about inspections and inspectors is available from the American Society of Home Inspectors at www.homeinspector.org or the International Association of Certified Home Inspectors at www.nachi.org.

SEWAGE TREATMENT CAPACITY CHARGE

Effective January 1, 2014



WHAT IS THE CAPACITY CHARGE?

The sewage treatment capacity charge is a charge in addition to sewer service billed to those customers who connected to the sanitary sewage system on or after Feb. 1, 1990.

WHY DO WE HAVE A CAPACITY CHARGE?



To protect public health and the environment, King County's wastewater treatment system must keep pace with growth in our region.

That means building more pipes, pump stations, and treatment plants.

(continued inside)

Creating Resources from Wastewater



King County

Department of Natural Resources and Parks
Wastewater Treatment Division



The capacity charge distributes the costs for this expanding infrastructure to customers with the newest sewer connections. In other words, the capacity charge helps make sure that "growth pays for growth."

WHO MUST PAY?

All homeowners and building owners in King County's service area whose home or building was newly connected to the King County sewer system on or after Feb. 1, 1990 pay the capacity charge. King County provides sewage treatment services to most cities and sewer agencies in King County, areas of south Snohomish County, and a small part of Pierce County.

HOW MUCH IS IT?

The 2014 capacity charge is \$55.35 per residential customer equivalent (RCE) per month. To calculate a residential property's monthly rate, use the following formulas:

- A single-family house = 1 RCE x \$55.35 = \$55.35 per month.
- 2-4 units in a multi-family building = .8 RCEs per unit.
For example: 2 units x .8 = 1.6 RCEs x \$55.35 = \$88.56 per month.
- 5 or more units = .64 RCEs per unit.
For example: 6 units x .64 = 3.84 RCEs x \$55.35 = \$212.54 per month.

For other non-residential property, the capacity charge is determined by plumbing fixtures or wastewater flow projections converted to RCEs.

HOW IS IT BILLED?

King County sends capacity charge bills to property owners about three months after connection to the sewer system. King County will then send a bill every three months for 15 years, or until the balance of the property's account is paid.

WHAT ARE MY PAYMENT OPTIONS?

At any time during the 15-year duration of the charge, you may pay the remaining balance in one lump sum at a discount. If you include the payoff amount in your mortgage, it might provide a tax advantage. However if you are likely to sell your property within a few years of buying it, you may not want to prepay future charges because the remaining payments could be passed along to the next owner. You can now pay your bill online at <http://www.kingcounty.gov/paycapacitycharge>.



WHAT DO I DO WHEN I SELL MY HOME AND THE 15-YEAR BILLING PERIOD IS NOT OVER?

You may want to consult with your real estate agent regarding disclosure to prospective buyers and escrow agents handling your transaction. (RCW 64.06.020 and RCW 60.80)



WHAT IS THE MONEY USED FOR?

King County's wastewater treatment system protects public health and the environment by treating wastewater before recycling it or releasing it into Puget Sound. Increasing demand on the regional sewage treatment system has meant building new treatment facilities and expanding capacity of the current system. Examples of this needed expansion include the new Brightwater Treatment Plant in Woodinville, expansion of the Bellevue Pump Station, and the Southwest Interceptor project in the Kent-Auburn area.



WILL THE RATE GO UP?

The King County Council reviews and establishes the amount of the capacity charge annually. Increases apply to new connections only—they are not retroactively applied to existing accounts.

WILL I ALSO GET A BILL FOR SEWER SERVICE?

Yes. You will receive a sewer service bill from your local sewage service provider. The bill from your local agency will include both local charges for sewage collection and regional charges from King County for sewage treatment and disposal. The bill from King County will be for the capacity charge only.

(continued on reverse)

WHY IS THE RATE OF MY CAPACITY CHARGE BILL DIFFERENT FROM MY NEIGHBOR'S, YET OUR HOUSES WERE BUILT ABOUT THE SAME TIME?

The capacity charge rate is based on the date of the property's final side sewer inspection. Homes built about the same time may have been inspected in different years. Rate increases do not apply to existing connections. Each property is billed at the prevailing rate at the time the inspection took place.

WHY DIDN'T THE DEVELOPER PAY THIS CHARGE?

By law the capacity charge is a monthly charge triggered by connection to the sewer system, not an upfront cost of development. The capacity charge is the responsibility of the current property owner.

WHAT IS THE LEGAL BASIS FOR THIS CHARGE?

The Revised Code of Washington, Chapter 35.58.570, and King County Code No. 28.84.050 are the legal basis for the capacity charge. Under these laws, a lien may be filed against a property that has delinquent or unpaid charges.



WHO CAN I CONTACT ABOUT MY BILL?

For questions about your *capacity charge bill*:



King County Capacity Charge Program

Phone: 206-296-1450

Fax: 206-263-6073

Internet: <http://www.kingcounty.gov/capacitycharge>

E-mail: CapChargeEscrow@kingcounty.gov

For questions about your *sewer service bill*, contact your local sewage service provider.

Alternate formats available

206-296-1450 or TTY Relay 711



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Capacity Charge Program

KSC-NR-0502

201 South Jackson Street
Seattle, WA 98104-3855

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Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

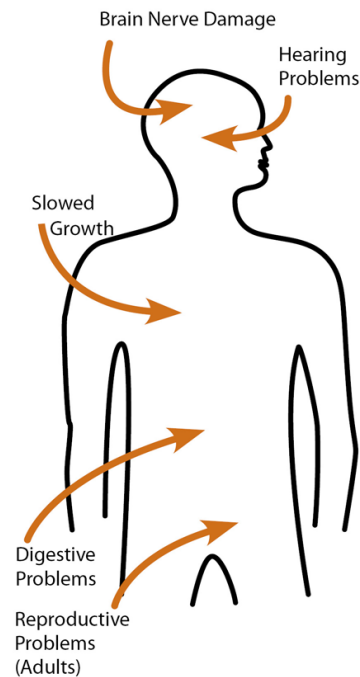
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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



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

Checking Your Home for Lead, continued

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

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

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

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

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

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

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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

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



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

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

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

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

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

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

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

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

HUD

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

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IMPORTANT!

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

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



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

**1-800-669-9777 (Toll Free)
1-800-927-9275 (TTY)**

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**