

How to Complete the Listing Forms:

1. Print all the pages in your listing package.
2. Fill in the listing forms as completely as you can. If you don't know what to write in any of the boxes, e-mail us a list of your questions along with your phone number and property address. We may be able to help you find the answers or look them up for you in the property records.
3. The listing agreement is a standard MLS form. You may fill in the blanks but you may **not** make any changes to the standard language. The MLS will not accept listings if there are changes to their standard agreement language.
4. Be sure to fill in a **commission amount or percentage** on the listing agreement, paragraph 3. The amount or % will be **same in both blanks**. A commission must be offered the buyer's broker in order to be listed in the MLS. You may fill in either a % of the sales price or a fixed dollar amount for the commission. The commission you offer will be the amount or % that will be paid to the broker who brings the buyer who purchases your property. You may set the commission to any amount or percentage you choose. The most common commission we see in the market is 3%. What ever commission you choose needs to be written into the listing agreement **and** on the Listing Input Sheet in the box above where it says "SOC (Selling Office Commission)."
5. You get to describe the best features of your property for the public to view in the box under **Marketing Remarks** on page two. However, you are **limited to 500 characters** including spaces in this box. The best thing to do is to type your remarks in another program like Microsoft Word® and use the word count feature to make sure you stay within the 500 character (including spaces) limit. When you have the remarks the way you like them, print the text, and cut and past the text into the box on the listing form. Neither the MLS nor we will accept inappropriate or discriminatory language.
6. **Driving Directions** also has a 200 character limit (again, including spaces). For **driving directions**, the best thing to do is to begin at a major road and give them turn by turn directions from there to your property. Feel free to use abbreviations like E, W, N, S, St, Av, Ct, Blvd, Rt, Lft, etc.
7. **"Occupant Type"** is a box that can be confusing. The options are: **Owner** (if the owner is living in property), **Tenant** (if the property is rented), or **Vacant** (if no one lives there). If the property you are listing is Vacant, please send us your mailing address so we will know where to send your key box (if included in your package). Because there is no place on the forms to write your mailing address, please write your name and mailing address on a separate piece of paper or on your fax cover sheet and send that to us with your package.
8. Fill in the Seller's Disclosure Forms to the best of your knowledge.
9. If you home was built **after** 1978, you may **disregard** the Lead Paint Disclosure form, otherwise, fill in what you know.
10. **Attach the legal description:** The best legal description is the copy of the deed you received when you bough the property. If you find the deed, just write "Exhibit A" at the top, initial it somewhere on the page, & attach a copy to the listing package when you send it to us.
11. Sign & Initial all the pages and fax them back to us at: 425-952-0214. If you do not have access to a fax machine, you may scan the signed forms and e-mail them to bill@lowpricelistingfee.com or simply mail or express mail the forms to LowPriceListingFee.com c/o Virtual Office Realty, 22203 NE 31st St., Sammamish, WA 98074.
12. Email your photos with descriptions to bill@lowpricelistingfee.com . You may include up to fifteen photos.
13. Call us if you have any questions at 425 836-2923.

22203 NE Thirty-first Street, Sammamish, WA 98074

E-mail: bill@LowPriceListingFee.com

Phone: 425 836-2923 Fax: 425 952-0214 Cellular: 425 246-4555

Addendum to LowPriceListingFee.com Listing Agreement

This addendum to the listing agreement, NWMLS Form 1B, is between _____ (“Seller”) and Virtual Office Realty (“Broker”) from date hereof until midnight of _____ (expiration date of listing) for the real property (“Property”) commonly known as (street address) _____ in the City of _____, County of _____, State of WA, Zip _____.

IT IS AGREED BETWEEN THE SELLER AND BROKER AS FOLLOWS:

- 1) **The Law of Real Estate Agency:** Seller acknowledges receipt of the pamphlet entitled “The Law of Real Estate Agency” which is available on Broker’s website located at <http://www.lowpricelistingfee.com/AgencyLaw.pdf>.
- 2) **Agency Relationship:** Broker agrees to act as the agent of the Seller in a limited service capacity. Broker, may, but shall not be required to market the property in any way other than to submit the listing to the multiple listing service, post the listing on the www.LowPriceListingFee.com website, and install a yard sign. Seller shall not use Broker’s phone number or Company name in any advertising prepared by Seller for the Property unless approved by Broker in advance of such advertising. Seller may advertise the Property for sale at Seller’s sole expense provided Seller does not use Broker’s name or phone number in any advertisement.
- 3) **Listing Fee:** Seller understands that the listing fee paid to LowPriceListingFee.com upon execution of this Agreement is a non-refundable listing fee for submitting Property information provided by Seller into the Multiple Listing Service (MLS).
- 4) **Pricing Property:** Seller shall determine the asking price for the Property. Broker may supply comparable sales data to Seller as a convenience to Seller and based upon information provided by Seller. Broker is not an appraiser and the information and any opinions of value provided by Broker are not appraisals and are intended for the sole use of Seller.
- 5) **Commission:** Seller understands that if a Buyer is procured by a real estate licensee on the terms acceptable to Seller, then Seller shall pay that Selling Broker (Buyer’s Agent) the commission offered in the listing agreement upon closing. Virtual Office Realty shall receive no Listing commission at closing,
- 6) **Seller’s duties:** Seller will be responsible for timely delivery to Buyer or Buyer’s agent, all disclosures, notices and documents relating to the sale of the Property, as well as providing access to the Buyers and their agents.
- 7) **Sale of Property:** Seller shall notify Broker, in writing, within 24 hours of each of the following events:
 - a) Accepting an offer to purchase the property;
 - b) Removal of the inspection contingency on any sale of the property;
 - c) Closing of any sale of the Property

The Notice shall include identity of all parties, price, terms of sale, copies of all agreements and addenda relevant to the sale of their property including whether the property was sold by an agent. The notification is required by the MLS and there are fines for non-compliance. **If Virtual Office Realty is fined for the inaccurate or untimely reporting of a pending sale due to Seller’s failure to notify Broker, then Seller authorizes Virtual Office Realty to charge Seller’s credit card an additional \$100.00 to offset the cost of such fine.**

Seller Initials: _____
Seller Initials: _____

Broker Initials: _____

- 8) **Tax and Legal Advice:** Seller is advised to seek independent legal and/or tax advice prior to signing any real estate documents or agreement including, but not limited to this listing agreement.
- 9) **Listing Fee:** The listing fee shall be non-refundable and paid in advance by Seller. Seller chooses (check the appropriate option) the following option:

_____ \$549 for the “Basic” NWMLS Listing Package*; or

_____ \$699 for the “Plus” NWMLS Listing Package**

- 10) **Changes to Listing:** Seller may terminate, extend or make modifications to the listing data by giving written notice to Broker using the Amendment to Listing form included in the listing package.
- 11) **Facsimile and E-mail Transmission:** Facsimile and/or E-Mail transmission of any signed original document or notice, and retransmission of any signed facsimile and/or E-mail transmission or notice, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile and/or E-mail transmitted signatures by signing an original document.
- 12) **Satisfaction Guarantee:** Seller may upgrade to a full service listing with Broker by terminating the existing Listing Agreement and entering into a new full service listing agreement (six percent commission) with Broker. If Seller enters into a full service listing agreement with Broker, Broker agrees to credit to Seller the Limited Service Listing Fee paid to Broker from the Broker’s full service listing agent’s commission at closing of the sale of the Property.

***\$549 “Basic” NWMLS Listing Package:**

- a) **Fees:**
 - i) \$549 Listing Fee due upon signing of listing agreement;
 - ii) Recommended 3% of sales price payable to Buyer’s Agent at closing if sold by an agent; and
 - iii) No additional fees to be paid by Seller if Seller sells to a buyer without an agent.
- b) **Services:**
 - i) List your home in the Northwest Multiple Listing Service.
 - ii) Professional Yard sign (where available)
 - iii) Listing found on most major Puget Sound area real estate broker websites
 - iv) Up to 10 of seller’s photos in listing
 - v) Featured home on www.LowPriceListingFee.com website
 - vi) Seller Disclosure Forms to meet State requirements

****\$699 “Plus” NWMLS Listing Package:**

- a) **Fees:**
 - i) \$699 Listing Fee due upon signing of listing agreement;
 - ii) Recommended 3% of sales price payable to Buyer’s Agent at sale closing if sold by an agent; and
 - iii) No additional fees to be paid by Seller if Seller sells to a buyer without an agent.
- b) **Services:**
 - i) List your home in the Northwest Multiple Listing Service.
 - ii) Professional Yard sign (where available)
 - iii) Listing found on most major Puget Sound area real estate broker websites
 - iv) Up to 15 of seller’s photos in listing
 - v) Featured home on this website
 - vi) Infrared key box for convenient agent access
 - vii) Seller Disclosure Forms to meet State requirements

Seller Initials: _____
Seller Initials: _____

Broker Initials: _____

Signature and Payment Information:

Seller: _____ Date: _____
Signature *Print Name*

Seller: _____ Date: _____
Signature *Print Name*

Seller's Email: _____ @ _____

Seller's Mailing Address: _____
_____ City: _____ State _____ Zip: _____

Best contact phone number: () _____ Fax Number () _____

Broker: Virtual Office Realty: By: _____ Wilfrid S. Bastine
Signature *Designated Broker*

Date: _____

Listing Fee Payment – please

- **Your order number if paid Online:** _____; or
- **Enclose a check payable to Virtual Office Realty for the package selected;**
_____ \$549 for the "Basic" NWMLS Listing Package*; or
_____ \$699 for the "Plus" NWMLS Listing Package**

Seller Initials: _____
Seller Initials: _____

Broker Initials: _____

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

_____ ("Seller") 1
hereby grants to **Virtual Office Realty** _____, ("Real Estate Firm" or "Firm") 2
from date hereof until midnight of _____ ("Listing Term"), the sole and exclusive right 3
to submit offers to purchase, and to receipt for deposits in connection therewith, the real property ("the Property") 4
commonly known as _____ 5
in the City of _____, County of _____, State of Washington, Zip _____; 6
to be listed at \$ _____ and legally described as: LOT _____, BLOCK _____, 7
DIVISION _____, VOL _____ PAGE _____ 8

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and 10
(b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease 11
with option to purchase. 12

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint _____ 13
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 14
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers 15
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 16
act on Seller's behalf as and when needed. 17

If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), 18
Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the 19
Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising 20
Broker acting as dual agents. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate 21
Agency." 22

If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this 23
Agreement plus any additional compensation Firm may have negotiated with the buyer. 24

3. **COMMISSION.** If (a) Firm procures a buyer on the terms in this Agreement, or on other terms acceptable to 25
Seller; or (b) Seller through any other real estate licensee, during the Listing Term, sells the Property; Seller will 26
pay Firm a commission of (fill in one and strike the other) _____% of the sales price, or 27
\$ _____. From Firm's commission, Firm will offer a cooperating member of MLS 28
representing a buyer a commission of (fill in one and strike the other) _____% of the sales 29
price, or \$ _____. Further, if Seller shall, within six months after the expiration of the Listing 30
Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other 31
action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller 32
will pay Firm the above commission. Provided, that if Seller pays a commission to a member of MLS or a 33
cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be reduced by the 34
amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, 35
Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller 36
pays a commission to another MLS member. 37

4. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Seller in a transaction that is a 38
"Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 39
"Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 40
Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 41
property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 42
Homeowner an interest in, or portion of, the proceeds from a resale of the property. 43

5. **KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key 44
held by all members of MLS and their brokers. A master key also may be held by affiliated third parties such as 45
inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be 46
given without Firm first making reasonable efforts to obtain Seller's approval. 47

Seller

Seller

EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT
Continued

- 6. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the attached additional pages to this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached additional pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect.
- 7. CLOSING COSTS.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing.
- 8. MULTIPLE LISTING SERVICE.** Firm shall cause this listing to be published by MLS. Seller authorizes MLS to distribute the Property information on the attached additional pages to third parties that provide services to Firm and other members of MLS. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. IT IS UNDERSTOOD THAT MLS IS NOT A PARTY TO THIS AGREEMENT AND ITS SOLE FUNCTION IS TO FURNISH THE DESCRIPTIVE INFORMATION ON THE ADDITIONAL PAGES ATTACHED TO THIS AGREEMENT TO ITS MEMBERS, WITHOUT VERIFICATION AND WITHOUT ASSUMING ANY RESPONSIBILITY FOR SUCH INFORMATION OR IN RESPECT TO THIS AGREEMENT.
- 9. DISCLAIMER/SELLER'S INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property and/or to any personal property therein, including entry by the master key to the keybox and/or at open houses. **Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy.**
- 10. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property.
- 11. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 12. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.
- 13. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

DATED THIS _____ DAY OF _____, _____. Are the undersigned the sole owner(s)? YES NO

FIRM (COMPANY): Virtual Office Realty SELLER: _____

BY: _____ SELLER: _____

• Indicates Required information () Indicates Maximum Choice

LISTING #

ADDRESS

• County			• City			• ZIP Code + 4		
• Area			• Community/District					
• Street # (HSN)	Modifier	Direction	• Street Name					
Suffix			Post Direction			Unit #		

LISTING

\$	• Listing Price	• Listing Date	• Expiration Date	• Tax ID#
• Owner's Name	• Owner's Phone	• Owner's City and State	• Occupant's Name	
• Occupant Type	• Phone to Show	• 3rd Party Approval Required (2) <input type="checkbox"/> None <input type="checkbox"/> Short Sale <input type="checkbox"/> Other - See Remarks		• Bank Owned/REO

LOCATION

Park Name	Number of Homes in Park	Manager's Name	Manager's Phone
• MAP BOOK	• Map Page	• Top Map Coord.	• Side Map Coord.

PROPERTY INFORMATION

Yes	Yes	Yes	Yes	Yes
• Prohibit Blogging	• Allow Automated Valuation	• Show Map Link	• Internet Advertising	• Show Address to Public
• SOC (Selling Office Com.)	Selling Office Commission Comments (40 characters maximum)			
• Year Built	ASF - Total (Square Feet)	Lot Size (Square Feet)	• No. of Bedrooms	Virtual Tour URL (Please included http://)

AGENT INFORMATION

88173	Bill Bastine 425-246-4555	5404	Virtual Office Realty 425-836-2923
• LAG Listing Agent ID#	Agent Name and Phone	Listing Office ID#	Office Name and Phone
Co Agent - ID#	CO Agent Name and Phone	Co Office - ID#	Co Office Name and Phone

LISTING INFORMATION

• Possession (3) <input type="checkbox"/> Closing <input type="checkbox"/> Negotiable <input type="checkbox"/> See Remarks <input type="checkbox"/> Sub. Tenant's Rights	• Showing Information (10) <input type="checkbox"/> Appointment <input type="checkbox"/> Call Listing Office <input type="checkbox"/> Day Sleeper <input type="checkbox"/> Gate Code Needed <input type="checkbox"/> MLS Keybox	<input type="checkbox"/> Other Keybox <input type="checkbox"/> Owner-Call First <input type="checkbox"/> Pet in House <input type="checkbox"/> Power Off <input type="checkbox"/> Renter-Call First	<input type="checkbox"/> Security System <input type="checkbox"/> See Remarks <input type="checkbox"/> Vacant	• Potential Terms (10) <input type="checkbox"/> Assumable <input type="checkbox"/> Cash Out <input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> Lease/Purchase <input type="checkbox"/> Owner Finance
Provided	Tax Year	\$	Annual Taxes	• Senior Exemption
• Form 17				

INITIALS:

Seller _____ Date _____ Seller _____ Date _____ Agent _____ Date _____

PARK / SITE AMENITIES

Listing Address:

LAG #

Park Approval for Sale

Unit Can Stay After Sale

• Age Restriction

Lot Dimensions (Feet)

\$ _____
• Space Rent per Month

Space Rent Includes (5)

- Water
 Sewer
 Garbage
 Cable/TV
 See Remarks

Free and Clear

View (5)

- Bay
 Canal
 City
 Golf Course
 Jetty
 Lake
 Mountain
 Ocean
 Partial
 River
 See Remarks
 Sound
 Strait
 Territorial

Lot Details (5)

- Alley
 Corner Lot
 Cul-de-sac
 Curbs
 Dead End St.
 High Voltage Line
 Open Space
 Paved Street
 Secluded
 Sidewalk

Waterfront (5)

- Bank-High
 Bank-Low
 Bank Medium
 Bay
 Bulkhead
 Canal
 Creek
 Jetty
 Lake
 No Bank
 Ocean
 River
 Saltwater
 Sound
 Strait

Park Amenities(12)

- BBQs
 Clubhouse
 Common Area
 Comm. Waterfront
 Exercise Room
 Golf
 Hg Speed Int Avail
 Laundry
 Playground
 Recreational Area
 RV Parking
 Sauna
 Security Gate
 Sidewalks
 Spa/Hot Tub
 Tennis Court
 Trails
 Pool

• Cats/Dogs (3)

- Cats Only
 Dogs Only
 No Dogs or Cats
 No Restrictions
 See Remarks
 Subject to Restrictions

BUILDING INFORMATION

• Parking Type (3)

- Carport
 Individual Garage
 Uncovered

No. of Assigned Spaces

• Style Code

Square Footage Source

Manufactured Home Serial No.

Manufactured Home Model Name

Manufactured after 6/15/1976

Manufactured Home Manufacturer

Roof (3)

- Built-up
 Cedar Shake
 Composition
 Flat
 Metal
 See Remarks
 Tile
 Torch Down

Exterior (4)

- Brick
 Cement Planked
 Cement/Concrete
 Log
 Metal/Vinyl
 Other
 Stone
 Stucco
 Wood
 Wood Products

Storage No.

Storage Location

Skirting Material

INTERIOR FEATURES

Leased Equipment

Water Heater Type

Water Heater Location

Building Condition

Energy Source (4)

- Electric
 Natural Gas
 Oil
 Pellet
 Propane
 See Remarks
 Solar
 Wood

Heating/Cooling (4)

- Baseboard
 Central A/C
 Forced Air
 Heat Pump
 Insert
 None
 Radiant
 Radiator
 Stove/Free Standing
 Wall

Floor Covering (4)

- Ceramic Tile
 Concrete
 Fir/Softwood
 Hardwood
 Laminate
 See Remarks
 Slate
 Vinyl
 Wall to Wall Carpet

Foundation (3)

- Concrete Perimeter
 Concrete Ribbon
 Concrete Slab
 Post & Pillar
 See Remarks
 Tie down

Manufactured Home Features (14)

- Awnings
 Bath Off Master
 Ceiling Fan(s)
 Disabled Access
 Dbl Pane/Strm Windw
 Drapes
 FP in Mstr BR
 Hot Tub/Spa
 Jetted/Soaking Tub
 Landscaped
 Patio/Porch/Deck
 Sauna
 Security System
 Skylights
 Vaulted Ceilings
 Walk-in Closet
 Wet Bar

Appliances That Stay (10)

- Dishwasher
 Double Oven
 Dryer
 Garbage Disposal
 Microwave
 Range/Oven
 Refrigerator
 See Remarks
 Trash Compactor
 Washer

INITIALS:

Seller

Date

Seller

Date

Agent

Date

INTERIOR FEATURES

Listing Address:

LAG #

Total No. of Fireplaces

L&I Inspected

No. of Full Bathrooms (1.0)

No. of 3/4 Bathrooms (.75)

No. of 1/2 Bathrooms (.50)

Other Rooms (8)

- Dining Room Extra Finished Room Kitchen With Eating Space Living Room
 Entry Family Room Kitchen Without Eating Space Utility Room

UTILITY / SCHOOL / COMMUNITY

• Water Source (3)

- Community Private See Remarks Shares
 Individual Well Public Shared Well

Water Company

Power Company

Sewer Company

• School District
(See Code List)

Elementary School

Junior High/Middle School

Senior High School

Bus Line Nearby

REMARKS

Marketing Remarks. CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. These remarks will appear in the client handouts and websites. (500)

Confidential Agent-Only Remarks. Comments in this category are for agent's use only. (250)

XA: Limited Service Division of Virtual Office Realty. Selling agent may contact seller directly or listing agent for assistance.

• Driving Directions to Property (200)

INITIALS:

Seller

Date

Seller

Date

Agent

Date

**SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY**

SELLER: _____ 1

† To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums 2
not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 and Section 3
43.22.432 for further explanations. 4

INSTRUCTIONS TO THE SELLER 5

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the 6
answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you 7
provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery 8
of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written 9
purchase and sale agreement between Buyer and Seller. 10

NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12

_____, 13
CITY _____, COUNTY _____ ("THE PROPERTY") 14

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING 15
MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT 16
THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN 17
WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 18
DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 19
STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED 20
DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER 21
INTO A PURCHASE AND SALE AGREEMENT. 22

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23
LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24
ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO 26
OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 27
LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON- 28
SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER 29
MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE 30
PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 31

Seller is/ is not occupying the property. 32

I. SELLER'S DISCLOSURES: 33

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise 34
publicly recorded. If necessary, use an attached sheet. 35

- | | YES | NO | DON'T KNOW | |
|---|--------------------------|--------------------------|--------------------------|----|
| 1. TITLE | | | | 36 |
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 37 |
| *B. Is title to the property subject to any of the following? | | | | 38 |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 39 |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40 |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 41 |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43 |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44 |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45 |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46 |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 47 |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48 |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 49 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 51 |

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or 55
lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and 56
illegal. RCW 49.60.224. 57

SELLER'S INITIALS: _____ Date: _____ SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	58 59
2. WATER				
A. Household Water				60
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system				61
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system				62
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
*(3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
If no, please explain: _____				67
_____				68
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned				70
_____				71
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
(b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
B. Irrigation Water				76
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
*(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
_____				82
_____				83
C. Outdoor Sprinkler System				84
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87
3. SEWER/ON-SITE SEWAGE SYSTEM				88
A. The property is served by:				89
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				90
<input type="checkbox"/> Other disposal system				91
Please describe: _____				92
_____				93
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
If no, please explain: _____				95
_____				96
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	97
D. If the property is connected to an on-site sewage system:				98
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
*(2) When was it last pumped? _____				100
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	101
*(4) When was it last inspected? _____				102
By whom: _____				103
_____				104
*(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms				105

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____				113
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: _____				116
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117
				118
				119
				120
				121

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

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
If yes, year of original construction: _____				128
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*F. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
<input type="checkbox"/> Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
<input type="checkbox"/> Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
<input type="checkbox"/> Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
<input type="checkbox"/> Fire Alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
<input type="checkbox"/> Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
<input type="checkbox"/> Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
<input type="checkbox"/> Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
<input type="checkbox"/> Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
<input type="checkbox"/> Slab Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
<input type="checkbox"/> Driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
<input type="checkbox"/> Pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
<input type="checkbox"/> Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
<input type="checkbox"/> Sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
<input type="checkbox"/> Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
<input type="checkbox"/> Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
<input type="checkbox"/> Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
<input type="checkbox"/> Garage Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
<input type="checkbox"/> Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
<input type="checkbox"/> Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
<input type="checkbox"/> Other _____				153
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
If yes, when and by whom was the inspection completed? _____				155
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				159
If yes, please explain: _____				160
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169

SELLER'S INITIALS: _____ Date: _____ SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)				
Security System _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Satellite dish _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*C. Are any of the following kinds of wood burning appliances present at the property?				
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____				
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year				
<input type="checkbox"/> Other _____				
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. ENVIRONMENTAL				
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. LEAD BASED PAINT (Applicable if the house was built before 1978.)				
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____				
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				
B. Records and reports available to the Seller (check one below):				
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____				
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				
9. MANUFACTURED AND MOBILE HOMES				
If the property includes a manufactured or mobile home,				
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If yes, please describe the alterations: _____				
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

10. FULL DISCLOSURE BY SELLERS

YES NO DON'T KNOW

A. Other conditions or defects: 220
 *Are there any other existing material defects affecting the property that a prospective buyer 221
 should know about? 222

B. Verification 223
 The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has 224
 received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims 225
 that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to 226
 other real estate licensees and all prospective buyers of the property. 227

Date: _____ Date: _____ 228

Seller: _____ Seller: _____ 229

NOTICES TO THE BUYER 230

SEX OFFENDER REGISTRATION 231

**INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 232
 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS 233
 NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.** 234

PROXIMITY TO FARMING 235

**THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 236
 CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL 237
 PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.** 238

II. BUYER'S ACKNOWLEDGEMENT 239

Buyer hereby acknowledges that: 240

A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing 241
 diligent attention and observation. 242

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real 243
 estate licensee or other party. 244

C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by 245
 Seller, except to the extent that real estate licensees know of such inaccurate information. 246

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 247

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a 248
 copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 249

F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 250

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL 251
 KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER 252
 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S 253
 AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED 254
 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR 255
 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 256

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT 257
 THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR 258
 OTHER PARTY. 259

DATE: _____ DATE: _____ 260

BUYER: _____ BUYER: _____ 261

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 262

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right 263
 to revoke Buyer's offer based on this disclosure. 264

DATE: _____ DATE: _____ 265

BUYER: _____ BUYER: _____ 266

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 267

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to 268
 any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of 269
 the Seller Disclosure Statement. 270

DATE: _____ DATE: _____ 271

BUYER: _____ BUYER: _____ 272

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of 273
 the question(s). 274

_____ 275

_____ 276

_____ 277

SELLER'S INITIALS: _____ Date: _____ SELLER'S INITIALS: _____ Date: _____

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

Addendum to Purchase & Sale or Lease Agreement

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

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21

*If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.*** 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

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

_____ 33-34
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35-36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

Seller/Lessor Date Seller/Lessor Date 39

Initials: BUYER/LESSEE: _____ Date: _____ SELLER/LESSOR: _____ Date: _____
BUYER/LESSEE: _____ Date: _____ SELLER/LESSOR: _____ Date: _____

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

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above. 40
 - (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 41
 - (e) Buyer has (check one below only if Purchase and Sale Agreement): 42
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 43
 - Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 44
- This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 45
- This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 46
- The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 47
- If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 48
- Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 49

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 50

Buyer/Lessee Date Buyer/Lessee Date 51

Brokers' Acknowledgment 52

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 53

Selling Broker Date Listing Broker Date 54

Initials: BUYER/LESSEE: _____ Date: _____ SELLER/LESSOR: _____ Date: _____
BUYER/LESSEE: _____ Date: _____ SELLER/LESSOR: _____ Date: _____

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

Property Address: _____	1
_____	2
Seller: _____	3
Listing No.: _____ Listed Price: \$ _____	4
Listing Firm: <u>Virtual Office Realty</u> Office No.: <u>5404</u>	5

This amends the Exclusive Listing Agreement ("Agreement") dated _____, 6
between _____ ("Seller") 7
and, Virtual Office Realty ("Firm") 8
concerning the property commonly known as _____, 9
in the City of _____, County of _____, State of WA, Zip _____ . 10

SELLER AND FIRM AGREE AS FOLLOWS: 11

- Price Change.** The listing price is changed to \$ _____ . 12
- Agreement Extended.** The Agreement is extended until midnight of _____ . 13
If the Agreement expired prior to the parties' execution of this Amendment, the Agreement (and any prior 14
Amendments thereto) are incorporated herein by this reference and this Amendment shall constitute a new 15
Exclusive Listing Agreement. 16
- Other:** 17

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged. 22

DATED THIS _____ DAY OF _____, _____ 23

FIRM (COMPANY) Virtual Office Realty SELLER _____ 24

BY _____ SELLER _____ 25