

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# _____

LOCATION

Lot Number _____ Block _____ Plat/Subdivision/Building Name _____

• 3rd Party Approval Required (2)
 None Other - See Remarks Short Sale

• Bank Owned/REO _____

• MAP BOOK _____ • Map Page _____ • Top Map Coord. _____ • Side Map Coord. _____

PROPERTY INFORMATION

• Owner's Name _____ • Owner's Phone _____ • Owner's City and State _____ Lot Size (Square Feet) _____

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) _____ Virtual Tour URL (Please included http://) _____

AGENT INFORMATION

88173 _____ Bill Bastine 425-246-4555 _____ 5404 _____ Virtual Office Realty 425-836-2923 _____

• LAG _____ Agent Name and Phone _____ Listing Office _____ Office Name and Phone _____
Listing Agent ID# ID#

Co Agent - ID# _____ CO Agent Name and Phone _____ Co Office - ID# _____ Co Office Name and Phone _____

LISTING INFORMATION

Yes _____

• Preliminary Title Ordered _____ • Style Code _____

Zoning Jurisdiction _____ Zoning Code _____

• Possession (3)
 Closing Sub. Tenant's Rights
 Negotiable
 See Remarks

Assessment Fees (6)
 Electric Sewer
 Gas Water
 Parks See Remarks
 Road
 School

General Zoning Classification (6)
 Agricultural Farm & Ranch Industrial-Light Residential
 Business Forestry Multi-Family Retail
 Commercial Industrial Office See Remarks

Restrictions (4)
 CC&R No Restrictions See Remarks
 NO Manufactured Homes Timber Clause
 Manufactured Homes OK Unknown

• Form 17 _____ • Sketch Submitted _____ Tax Year _____ \$ _____ Annual Taxes _____ • Senior Exemption _____

• Potential Terms (10)
 Assumable Conventional FHA Owner Finance See Remarks VA
 Cash Out Farm Home Loan Lease/Purchase Rehab Loan State Bond

Term Remarks (40 characters maximum) _____

INITIALS:

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

SITE INFORMATION

Listing Address: _____

LAG # _____

Quarter (Sec/Twn/Rng) _____

Lot Dimensions (Feet) _____

Waterfront Footage (Feet) _____

Reports/Documents Completed (9)

Waterfront (5)

View (5)

- CCRs
- Drainage
- Geotech
- Road Agreement
- Septic "As Built"
- Topographical
- Well Agreement
- Wetland Delineation
- See Remarks

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

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

Lot Details (7)

Improvements (10)

Property Features (12)

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

- Barn
- Boat House
- Cabana/Gazebo
- Cable TV Avail
- Dock
- Dwelling
- Fenced-Fully
- Fenced-Partially
- Garage
- Outbuilding(s)
- Shop
- Stable

- Brush
- Comm. Grade Timber
- Corners Flagged
- Dune Grasses
- Evergreens
- Garden/Fruit Trees
- Heavily Forested
- Irrigation
- Lightly Treed
- ORV Trails
- Partially Cleared
- Pasture Land
- Pond
- Recreational
- Riding Trails
- Stream/Creek

Topography (5)

Road Information (5)

Road on which side of Property _____

- Cliffs
- Fill Needed
- Gullies
- Level
- Rolling
- See Remarks
- Sloped
- Swale

- Access Easement
- County Maintained
- County Right of Way
- Gravel
- Paved
- Privately Maintained
- Recorded Maint. Agrm
- Trail Permit
- See Remarks

Slopes Down to The (40 characters maximum) _____

Level (40 characters maximum) _____

UTILITY / SCHOOL / COMMUNITY

Community Features (7)

Water (5)

Water Jurisdiction _____

- Age Restriction
- Airfield
- Boat Launch
- CCRs
- Club House
- Golf Course
- Pvt. Beach Access

- Available
- Community Well
- Drilled Well
- In Street
- Not Available
- On Property
- Private Well
- Share Available
- Shared Well
- Unknown
- Water Rights
- Well Site Approved

Gas _____

Electricity _____

Sewer _____

Septic Sytem Installed _____

Septic Approved for # of Bedrooms _____

Septic Feasibility Test Available _____

Soil Test Date _____

Septic Design Applied For _____

Septic Design Apprv. Date _____

Septic Design Exp. Date _____

Septic System Type _____

Survey Information _____

Easements _____

School District (See Code List) _____

Elementary School _____

Junior High/Middle School _____

Senior High School _____

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†
UNIMPROVED PROPERTY

SELLER:

† To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

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

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

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

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

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

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

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

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

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

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
2. WATER				60
A. Household Water				61
(1) Does the property have potable water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
(2) If yes, the source of water for the property is:				63
<input type="checkbox"/> Private or publicly owned water system				64
<input type="checkbox"/> Private well serving only the property				65
* <input type="checkbox"/> Other water system				66
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (3) 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"/>	68
* (4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<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
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
* (8) 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"/>	76
B. Irrigation Water				77
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
(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"/>	79
(b) If yes, 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 irrigation water to the property: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
C. Outdoor Sprinkler System				82
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
3. SEWER/SEPTIC SYSTEM				86
A. The property is served by:				87
<input type="checkbox"/> Public sewer system				88
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				89
<input type="checkbox"/> Other disposal system				90
Please describe: _____				91
B. 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"/>	92
				93
				94
				95
				96
				97
				98
				99
				100
				101
				102
				103
				104
				105

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	106 107 108
C. If the property is connected to an on-site sewage system:				
*(1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
*(2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
*(5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
(6) 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"/>	114 115
If no, please explain: _____				116
*(7) 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
4. ELECTRICAL/GAS				119
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
5. FLOODING				125
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
6. SOIL STABILITY				127
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
7. ENVIRONMENTAL				129
*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"/>	130 131
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*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"/>	133 134
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
*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"/>	136 137 138
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
*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"/>	141 142
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				146
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
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:				148
_____				149
				150
				151
				152
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> years				154
<input type="checkbox"/> Other _____				155
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
*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"/>	157
				158
				159
				160
9. OTHER FACTS				160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
				163
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
*E. Have any development-related permit applications been submitted to any government agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
If the answer to E is "yes," what is the status or outcome of those applications?				167
_____				168
				169
10. FULL DISCLOSURE BY SELLERS				169
A. Other conditions or defects:				170
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
				172
B. Verification				173
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.				174
				175
				176
Date: _____ Date: _____				177
				178
Seller: _____ Seller: _____				179
				180
NOTICES TO THE BUYER				180
SEX OFFENDER REGISTRATION				181
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.				182
				183
				184
PROXIMITY TO FARMING				185
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.				186
				187
				188
SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ DATE: _____				

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

(Continued)

II. BUYER'S ACKNOWLEDGEMENT 189

Buyer hereby acknowledges that: 190

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 191 192
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 193 194
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 195 196
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 197
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 198 199

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 200 201 202 203 204 205

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 206 207 208

DATE: _____ DATE: _____ 209

BUYER: _____ BUYER: _____ 210

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 211

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 212 213

DATE: _____ DATE: _____ 214

BUYER: _____ BUYER: _____ 215

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 216

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 217 218 219

DATE: _____ DATE: _____ 220

BUYER: _____ BUYER: _____ 221

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 222 223

_____ 224

_____ 225

_____ 226

_____ 227

_____ 228

_____ 229

_____ 230

_____ 231

SELLER'S INITIALS: _____ DATE: _____ SELLER'S INITIALS: _____ 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