



DANFORTH & ASSOCIATES, INC.

Negotiation Advice
Form 21 Purchase & Sales Agreement
Specific Term 9 - Form 17 Sellers Disclosure Statement

To our Clients regarding the Property located at: 4428 140th Avenue SE Bellevue, WA 98006

Specific Term 9 in purchase agreements asks the parties to make a decision concerning litigation. This form contains our negotiating advice on whether Buyers should have more claims against their Sellers than the law currently allow.

1. The Current Law on Seller's Liability

Sellers can be liable when they break their promises in purchase agreements. They can also be liable for fraud, which generally involves the Sellers actually knowing something that the Buyer couldn't discover in a diligent investigation.

A diligent investigation is the best way for Buyers to avoid problems after closing and for Sellers to reduce their risk of claims. A diligent investigation often involves more than a home inspection.

2. The Choice for Additional Sellers Liability

Purchase agreement forms now require parties to decide whether Sellers should be liable for "negligence" in completing Form 17 (the Sellers Disclosure Statement). Negligence involves conditions the Seller didn't actually know, but which they arguable should have known.

3. Coldwell Banker Danforth's Negotiating Advice.

Buyers - Unless otherwise instructed by Buyers, CBDA agents should not prepare offers asking for negligence claims when they represent Buyers or are dual agents. They should, on the Buyers' instruction, include the opportunity for diligent investigation through Forms 35 (Inspection) or 35F (Feasibility). These forms list many of the kinds of inspections that make up a diligent investigation.

Sellers - When CBDA agents represent only Sellers, we encourage the Seller to include ample opportunity for Buyers to conduct a diligent investigation. Additionally, we recommend that these agreements should not include the opportunity for a Buyer to sue for negligence in completing Form 17.

The procedures outlined above reflect our clients' negotiating concerns. Buyers' offers must be competitive and focus on the key terms while allowing Buyers to protect themselves from unwanted surprises. Most Sellers want a clean break from their Buyers and their Property, but are willing to be responsible for broken promises in a contract or defrauding their Buyers. However, Sellers don't want to be responsible for what they don't know.

Our approach to the choice for negligence claims addresses our clients' negotiating concerns without drawing legal conclusions, giving legal advice, or substituting for the advice of a capable attorney. As always, we encourage our clients to consult with a capable real estate attorney on the advisability of any aspect of a transaction and stand willing to refer clients to good attorneys on request.

The undersigned client of Coldwell Banker Danforth acknowledges receipt of this advisory CBDA form 17D.

Handwritten signature of Scott R. over a line, with 'Seller' and 'Date:' labels below.

Blank line with 'Buyer' and 'Date:' labels below.

Blank line with 'Seller' and 'Date:' labels below.

Blank line with 'Buyer' and 'Date:' labels below.



DANFORTH & ASSOCIATES, INC.

GENERAL ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING.

The following is a part of the Purchase and Sale Agreement ("Agreement") dated _____, between _____ ("Buyer") and Phillips _____ ("Seller") regarding the property located at 4428 140th Ave SE Bellevue, WA 98006

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

- 1. NOTICE TO BUYER AND SELLER: Real Estate Agents are not licensed to practice law and cannot give legal or tax advice. Buyer and Seller also acknowledge that they have not relied on any opinions, statements or representations made by the licensees regarding tax or legal consequences of this transaction. Buyer and Seller agree that statements made by Agent concerning the property's condition, tax or legal consequences, school district boundaries, zoning or development possibilities, noise, view, environmental concerns, county records, and/or fact/preview sheets provided by Agent are expressions of opinion. Buyer and Seller agree to verify all matters material to them to their own satisfaction and to rely solely upon their own independent analysis.
2. RECOMMENDATIONS AND REFERRALS: Agent or Coldwell Banker Concierge may assist, refer or recommend to Buyer or Seller service providers, such as home inspectors, contractors, lenders, closing agents, title companies, hazardous material inspectors, etc. Agent or Coldwell Banker Concierge does not guarantee, ensure or agree to be held responsible for the quality or performance of the third party service provider. Other vendors are available, and the price and quality of such services is competitive. Buyer and Seller agree to exercise their own judgment regarding such service providers.
3. MOLD: Mold has the potential to cause severe health and safety issues. The Real Estate Agents and Brokers in this transaction are not mold experts. They are not qualified to identify harmful molds, neither are they experienced in determining methods of eradication of any harmful molds. Buyer and Seller understand that it is their responsibility to hire appropriate experts to identify and correct the existence of any harmful mold. Further information regarding moisture in the home may be obtained at http://www.epa.gov/mold/moldresources.html
4. MANUFACTURED-MOBILE HOMES AND L & I: Buyer and Seller are advised that if this sale involves a manufactured-mobile home that it may be required to meet guidelines and building codes from the Department of Labor and Industry in order to ensure that the home meets current regulations and standards. This determination is required regardless of whether the home is situated in a park or on private land. The Brokers and Real Estate Agents in this transaction stress the importance of this inquiry for the Buyer/Seller's safety as well as addressing the legal requirement of the State of Washington. The Brokers and Real Estate Agents shall not be held responsible for any requirements or corrections that the Department of Labor and Industry deems necessary.
5. REQUIRED DISCLOSURE: Buyer/Seller acknowledges receipt of the Law of Real Estate Agency Pamphlet.
6. MEDIATION: If any controversy arises out of, or relating to this transaction, the Seller and Buyer agree to first seek non-binding mediation through the Dispute Resolution Center program sponsored by the Washington Association of Realtors.

INITIALS Buyer _____ Buyer _____

Seller [Signature] _____ Seller _____

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- 7. **NWMLS FORM 17:** Check one (1) box only. *The Real Property Transfer Disclosure Statement is for disclosure purposes only and is not a part of this Agreement.*
 - NWMLS Form 17 has been provided.
 - NWMLS Form 17 is to be provided to buyer within _____ days (3 days if not filled in of mutual acceptance).
 - NWMLS Form 17 is not available. Seller represents that there are no environmental issues requiring the delivery of a Form 17. Buyer waives the right to receive the Seller's Real Property Disclosure Statement.
 - NWMLS Form 17 is not required. Seller represents that the property is exempt from providing the Real Property Transfer Disclosure Statement under RCW 64.06.010

- 8. **LEAD PAINT DISCLOSURE (RESIDENTIAL PROPERTIES ONLY IF BUILT PRIOR TO 1978):** Buyer acknowledges receipt of EPA approved pamphlet regarding lead hazards
 - NWMLS Form 22J. (Lead Based Paint/Hazard Disclosure)

- 9. **KING COUNTY SEPTIC:** If the Property is within King County and is not served by a public sewer system, attach
 - NWMLS Form 22U (King County Seller's Notices of OSS)
 - NWMLS Form 22V (King County Buyer's Declaration of Receipt of Copy of OSS)
 - NWMLS Form 22S-King (Septic Addendum)
 - NWMLS Form 37 (On-site Sewage Disclosure for use on Vacant Land)

- 10. **PIERCE COUNTY SEPTIC:** If the Property is within Pierce County and is not served by a public sewer system,
 - NWMLS Form 22WW (Pierce County Septic Addendum)

- 11. **KITSAP COUNTY SEPTIC:** If the Property is within Kitsap County and is not served by a public sewer system,
 - NWMLS Form 22UU (Kitsap County Septic Addendum)

- 12. **SNOHOMISH COUNTY REQUIREMENTS:** If the Property is within Snohomish County; the following forms are attached hereto as required by Snohomish County:
 - NWMLS Form 22G - Right to Farm Disclosure
 - NWMLS Form 22H - Right to Practice Forestry
 - NWMLS Form 22Z - Smoke Detector Certification

- 13. **COUNTY SPECIFIC ADDENDUMS:** Other addenda related to specific county requirements
 - NWMLS 22O (Island County Addendum)
 - NWMLS Form 22W (Island County Noise Disclosure)
 - NWMLS Form 22XX (Kittitas County Surface Water Rights)
 - NWMLS Form 22YY (Kittitas County Right to Farm Disclosure)
 - NWMLS Form 22X (Oak Harbor Noise Disclosure)
 - NWMLS Form 22N (San Juan County Tax)
 - NWMLS Form 22P (Skagit County Right to Farm Disclosure)

INITIALS Buyer _____ Buyer _____

Seller  _____ Seller _____

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14. HOMEOWNER'S WARRANTY: Buyer and Seller acknowledge that there are available to purchase in the local marketplace homeowner warranty insurance policies that cover many components of a residence.

- Buyer has elected to obtain a homeowner's insurance warranty;
- Buyer has elected not to obtain a homeowner's insurance warranty.

The homeowner's insurance warranty, if requested, shall be paid as a

- Buyer expense
- Seller expense
- Other

15. EMAIL TRANSMISSIONS: Seller and Buyer agree that in addition to the allowed transmission of documents and notices set forth in the Purchase and Sale Agreement, (General Terms), electronic or email transmission of documents and notices shall be effective and considered received by the other party on the date such document or notice is electronically sent to the email address listed below (Clearly print or type e-mail address). If no email address is listed for either party, then e-mail transmission is not authorized and shall not be effective for delivering documents, or giving notice to either party. When emailing a time sensitive document, a phone call should be placed to the receiving party to notify them that an email as been sent.

Buyer E-mail Address

phillipssc@aol.com

Seller E-mail Address

Selling Agent E-mail Address

janekimrealty@gmail.com

Listing Agent E-mail Address

16. DELAYED DEPOSIT OF EARNEST MONEY: Seller and Buyer acknowledge and agree that Broker may use up to _____ days (7 days if not filled in) after Mutual Acceptance to deposit earnest money into the Closing Agent or Selling Broker designated Trust Account. In the case of a Promissory Note, the above time frame shall apply after receipt of the check replacing the Promissory Note. To the extent this clause differs from terms in the Purchase and Sale Agreement or other Addenda, the terms of this clause shall control.

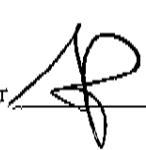
In order for this clause to apply, both buyer and seller must initial this paragraph.

INITIALS Buyer _____ Buyer _____

Seller _____ Seller _____

17. OTHER:

INITIALS Buyer _____ Buyer _____

Seller  _____ Seller _____