Form 17C Seller Disclosure Statement-Unimproved Rev. 8/21

#### SELLER DISCLOSURE STATEMENT UNIMPROVED PROPERTY

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Page 1 of 6 SELLER: Kam Fun Pang Hoi T. Lai 1 To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by 2 one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. 4 Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as 5 "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. 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 check 7 "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 8 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 9 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 10 11 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 12 NOTICE TO THE BUYER 13 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED , CITY Loon Lake AT 4082 North Deer Lake Rd (Deer lake Frontage) 14 15 COUNTY\_Stevens ("THE PROPERTY") OR AS , ZIP 99148 STATE WA 16 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 17 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 19 20 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 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 23 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 24 25 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY 26 WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO 27 OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING 29 30 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 31 OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, 32 33 INSPECTION, DEFECTS OR WARRANTIES. Seller Ø is / □ is not occupying the Property. 34 35 I. SELLER'S DISCLOSURES: 36 \* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 37 otherwise publicly recorded. If necessary, use an attached sheet. NO DONT 38 YES N/A KNOW 39 1. TITLE 40 A. Do you have legal authority to sell the property? If no, please explain..... \*B. Is title to the property subject to any of the following? 41 42 (1) First right of refusal ...... 43 (3) Lease or rental agreement ...... 44 45 \*C. Are there any encroachments, boundary agreements, or boundary disputes? ...... 46 \*D. Is there a private road or easement agreement for access to the property? ..... 47 \*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of 48 the property? ....... 49 Initial November 7, 2024

SELLER'S INITIALS

Date

November 7, 2024 SELLER'S INITIALS

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			YES	NO	DONT	N/A	50 51
	*F.	Are there any written agreements for joint maintenance of an easement or right of way?		Ø	_		52
	*G	. Is there any study, survey project, or notice that would adversely affect the property?	0	Ø			53
	*H.	Are there any pending or existing assessments against the property?		Ø			54
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	ロ	0			55 56
	*J.	Is there a boundary survey for the property?					57
	*K.	Are there any covenants, conditions, or restrictions recorded against title to the property?	ロ	<b>P</b>			58
		NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.					59 60 61 62 63 64
2.	WA	TER					65
	A.	Household Water	,				66
		(1) Does the property have potable water supply?				<b>a</b> .	67
		(2) If yes, the source of water for the property is:				41	68
		*If shared, are there any written agreements?					70
		*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?			۵	<b>-</b>	71 72
		*(4) Are there any problems or repairs needed?	ロ	<b>B</b>			73
		(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	.0	Ø	_		74 75
		(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	.0	4	۵		76 77
		(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	.0	<b>a</b>			78 79
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	.0	Q			<b>/</b> 80 81
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	.0	Q		<b>p</b> /	82 83
		(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	.0	۵		8	84 85
		*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	.ロ	Q/			86
	В.	Irrigation Water					87
		(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.)	.0	0			88 89
		(a) If yes, has all or any portion of the water right not been used for five or more successive years?	.0	۵	٥	p⁄	90 91
-0: k1	s Zp	(b) If yes, has the water right permital certificate, or claim been assigned, transferred, or changed? November 7, 2024	.0	۵			92 93
SELL	ER'S	INITIALS Date SELLER'S INITIALS Date					

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			YES	NO	DONT	N/A	94 95
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	ם	1			96
		If so, please identify the entity that supplies irrigation water to the property:					97
							98
	C	Outdoor Sprinkler System					99
	O.	(1) Is there an outdoor sprinkler system for the property?	ם	Ø	ا ا		100
		*(2) If yes, are there any defects in the system?					101
		*(3) If yes, is the sprinkler system connected to irrigation water?				IP/	102
		(5) 11, 12, 12, 12, 13, 14, 15, 15, 15, 15, 15, 15, 15, 15, 15, 15					
3.	SE	WER/SEPTIC SYSTEM					103
	A.	The property is served by:					104
		Public sewer system					105
		On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
		Other disposal system					107
		Please describe:					108
	В.	Is the property subject to any sewage system fees or charges in addition to those covered in	П	4			109 110
		your regularly billed sewer or on-site sewage system maintenance service?	ч	V	ч	u	110
	C.	If the property is connected to an on-site sewage system:				1	111
		*(1) Was a permit issued for its construction?	ロ		. A		112
		*(2) Was it approved by the local health department or district following its construction?	ロ		Ø		113
		(3) Is the septic system a pressurized system?	□		<b>B</b>		114
		(4) Is the septic system a gravity system?	ロ				115
		*(5) Have there been any changes or repairs to the on-site sewage system?	□	Ħ			116
		(6) Is the on-site sewage system, including the drainfield, located entirely	П	_	/	, _	117
		within the boundaries of the property?	ப	_	<b>62</b>	_	118
		If no, please explain:					119
		*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?			ď		120 121
		noquently than once a year.					
4	E1 1	ECTRICAL/GAS					122
٠.		Is the property served by natural gas?	ロ	Ø			123
				_	_	_	1
		Is there a connection charge for gas?		. 0		<b>M</b>	124
	C.	Is the property served by electricity?	₽				125
	D	Is there a connection charge for electricity? Power is off	D	_			126
						_	120
	*E.	Are there any electrical problems on the property?	ロ	Q			127
5.	FLO	OODING			/	/	128
	A.	Is the property located in a government designated flood zone or floodplain?	□		Ø		129
C	os	Initial					
k'	FP	November 7, 2024 HTC November 7, 2024					
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6.	so	IL STABILITY	YES	NO	DON'T	WA	130 131
٠.		Are there any settlement, earth movement, slides, or similar soil problems on the property?	□		M		132
7.	EN	VIRONMENTAL					133
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	0	ď	, 		134 135
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	ロ	d			136
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	ロ	ď			137 138
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			B		139
	*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?		<b>Q</b>			140 141 142
	*F.	Has the property been used for commercial or industrial purposes?	ロ	1	۵		143
	*G.	Is there any soil or groundwater contamination?	ロ	Q/			144
-	*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?	ם		<b>,</b>		145 146
	*I.	Has the property been used as a legal or illegal dumping site?	ロ	Ø		а	147
	*J.	Has the property been used as an illegal drug manufacturing site?	ロ	Ø			148
	*K.	Are there any radio towers that cause interference with cellular telephone reception?	□	Œ	۵		149
		MEGIANIEDE ACCOCIATION/COMMON INTEDECTS					150
٥.	A.	MEOWNERS' ASSOCIATION/COMMON INTERESTS  Is there a homeowners' association?	ロ	10			151
	• "	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:		•			152 153 154
	В.	Are there regular periodic assessments?	ロ	Q/		а	155
		\$per \( \square \) month \( \square \) year					156
		Other:			,		157
	*C.	Are there any pending special assessments?	□	ď	ٔ ۵		158
	*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)?	□	Q'		٥	159 160 161
a	ОТ	HER FACTS					162
3.		Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	ロ	¥			163
	*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?	i ロ				164 165
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#### SELLER DISCLOSURE STATEMENT **UNIMPROVED PROPERTY**

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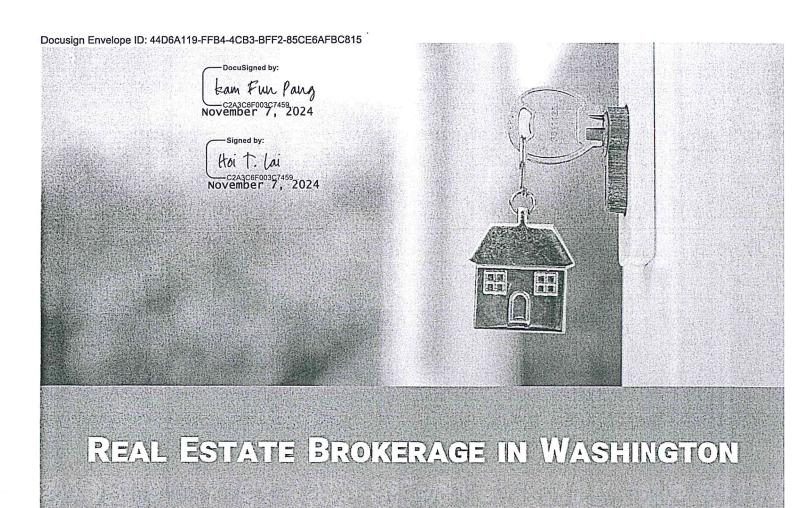
age 5 of	f 6 (Continued)					
		YES	NO	DON		16 16
*C	. Is the property classified or designated as forest land or open space?		<b>Q</b>		۔	16
D.	Do you have a forest management plan? If yes, attach.		র্			16
	. Have any development-related permit applications been submitted to any government agencies?					17
_	If the answer to E is "yes," what is the status or outcome of those applications?					17
						17
F.	Is the property located within a city, county, or district or within a department of natural resource fire protection zone that provides fire protection services?	es □	<u> </u>	۵	<u> </u>	17 17
. FUL	L DISCLOSURE BY SELLERS					17
Α.				1		17
<i>,</i> 1.	*Are there any other existing material defects affecting the property that a prospective		,			17
	buyer should know about?	□	V			17
B.	Verification					17
ъ.	The foregoing answers and attached explanations (if any) are complete and correct to the best	of Sel	ler's kn	owledg	e and	18
	Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lice	nsees	harml	ess fro	m and	18
	against any and all claims that the above information is inaccurate. Seller authorizes real estate lic	ensee	s, if an	y, to de	eliver a	18
	copy of this disclosure statement to other real estate licensees and all prospective buyers of the pro	perty.				18
	— DocuSigned by:					
	train Fun Pana November 7, 2024 that I dai November 1	nber	7, 2	024		
	-CSelberro3C7459 Date CSellerro3C7459				Date	18
	——C2A360F003C7433					
		d Dia		las ta t	ha lina	
	swer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessar s) of the question(s).	у). Ріє	335 IE	iei to t	ne ime	18 18
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II. NO	OTICES TO THE BUYER	213					
1.	SEX OFFENDER REGISTRATION 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.	214 215 216 217					
2.	PROXIMITY TO FARMING/WORKING FOREST THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	218 219 220 221 222					
3.	OIL TANK INSURANCE THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	223 224 225 226					
III. B	UYER'S ACKNOWLEDGEMENT	227					
1.	BUYER HEREBY ACKNOWLEDGES THAT:	228					
	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.	229					
	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.	231					
	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.	233 234 235					
•	D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	236					
	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).	237					
	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.	238 239 240 241 242 243					
3	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.  -Docusigned by:  -Signed by:	244 245 246					
{ f	November 7, 2024  Hoi Lai November 7, 2024  Buyer C2A3C6F003C7459  Date C3A3C6F003C7459	247 248					
2.	BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	249					
	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.	250 251					
	Buyer Date Buyer Date	252					
_		253					
3.	BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	254					
	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.						
	Buver Date Buyer Date	258					
_	Buyer Date Buyer Date  OS Initial	259					
1	## November 7, 2024 HTC November 7, 2024						
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### Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

## Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

### **Agency Relationship**

In an agency relationship, a broker is referred to as an "agent" and the seller/landlord and buyer/tenant is referred to as the "principal." For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



#### For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



#### For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



#### For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



#### **Duration of Agency Relationship**

Once established, an agency relationship continues until the earliest of the following:

- 1. Completion of performance by the broker;
- Expiration of the term agreed upon by the parties;
- 3. Termination of the relationship by mutual agreement of the parties; or
- 4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

## **Written Services Agreement**

A written services agreement between the firm and principal must contain the following:

- 1. The term (duration) of the agreement;
- 2. Name of the broker(s) appointed to act as an agent for the principal;
- 3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
- 4. Whether the principal consents to limited dual agency;
- 5. The terms of compensation;
- 6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
- 7. Any other agreements between the parties.

#### A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

- 1. To exercise reasonable skill and care;
- 2. To deal honestly and in good faith;
- 3. To timely present all written offers, written notices, and other written communications to and from either party;
- 4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
- 5. To account in a timely manner for all money and property received from or on behalf of either party;
- 6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
- 7. To disclose in writing who the broker represents; and
- 8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

## A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

- 1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
- 2. To timely disclose to their principal any conflicts of interest;
- 3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
- 4. To not disclose any confidential information from or about their principal; and
- 5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

### **Limited Dual Agent Duties**

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

- 1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
- 2. To timely disclose to both principals any conflicts of interest;
- 3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
- 4. To not disclose any confidential information from or about either principal; and
- 5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

### Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

- 1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
- 2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
- 3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

#### **Short Sales**

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.

