

EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between 1

Paul A Boisineau, James T Boisineau, Lynne M Kropik ("Seller") and 2
Seller Seller

RE/MAX Select Associates ("Listing Firm" or "Firm") with regard 3

to the real property commonly known as 3XXX Miles Rd, City Rice, 4

County Stevens, WA, Zip 99167; and legally described on Exhibit A ("the Property"). 5

1. **DEFINITIONS.** (a) "MLS" means the NEWAR FLEX, SPOKANE REALTORS Multiple Listing Service; 6
and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Firm need 7
not submit to Seller any offers to lease, rent, or enter into any agreement other than for sale of the Property. 8

2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual 9
acceptance of this Agreement ("Effective Date") until midnight of 09/02/2026 ("Listing Term"). If this 10
Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall 11
automatically extend until the sale is closed or the purchase and sale agreement is terminated. 12

3. **AGENCY.** 13

a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 14

b. Listing Broker. Listing Firm appoints Bob Anderson, Mindy Courson 15
to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and 16
any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. 17
No other brokers affiliated with Firm are agents of Seller. 18

4. **LIMITED DUAL AGENCY.** 19

a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker 20
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 21
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 22
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 23

Seller's Initials Date Seller's Initials Date 24

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than 25
Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 26
Listing Firm's Buyer's Broker, acting as a limited dual agent. 27

5. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 28
("Listing Information") and photographs, images, videos, virtual tours, drawings, renderings, sketches, floorplans, 29
and other representations of the Property (collectively "the Photographs"), to be published by MLS on 30
TBD ("List Date"), which date shall not be more than 90 days from the Effective Date. Seller 31
acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller 32
will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote 33
or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, 34
e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller 35
shall not materially interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, 36
Seller may instruct Listing Broker to limit marketing by not displaying the Property address or map location on the 37
internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and other 38
similar restrictions. 39

6. **FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based 40
on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 41
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or 42
military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal 43
by a person with a disability. 44

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

7. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
- a. Listing Firm Compensation.
- i. 3.000 % of the sales price; \$ _____; other _____; or
- ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____ % of the sales price; \$ _____; other _____ (equal to the amount in subsection 7(a)(i) above if not filled in).
- b. Expiration of the Listing Term. If Seller shall, within 60 days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm.
- c. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
- d. Additional Consent. Seller consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030.
8. **REFERRAL FEE DISCLOSURE.** Listing Firm ☐ is; ☒ is not (is not, if not filled in) obligated to pay a portion of the Listing Firm compensation to a real estate firm ("Referring Firm") that referred Seller to Listing Firm. Seller consents to Listing Firm sharing a portion of the Listing Firm compensation as follows:
- a. Referring Firm: _____;
- b. Referral Fee: _____ % of the Listing Firm compensation; or \$ _____.
9. **PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
- a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller ☒ authorizes; ☐ does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm ☐ shall; ☒ shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm ☐ shall; ☒ shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.
10. **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Information and Photographs (collectively, the "Listing Data") to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may provide this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is provided, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.

Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

EXCLUSIVE SALE AND LISTING AGREEMENT

- 11. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is provided shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. 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 is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 12. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any Photographs, Seller warrants that Seller has the necessary rights in the Photographs to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets and any supplemental document describing features or conditions of the Property (attached to and incorporated into this Agreement by this reference) is correct.
- 13. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.
- 14. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall 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.
- 15. CLOSING.** 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, USDA, 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. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment.
- 16. 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 shall be ☒ retained by Seller; ☐ divided equally between Seller and Firm (retained by Seller if not checked).
- 17. 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.

Seller's Initials _____ Date _____ Seller's Initials _____ Date _____

EXCLUSIVE SALE AND LISTING AGREEMENT

18. SELLER OPT-OUT. Check one if applicable:	141
a. ☐ I have advised Listing Broker that I do not want the listed property to be displayed on the internet; or	142
b. ☐ I have advised Listing Broker that I do not want the address of the listed property to be displayed on the internet.	143
c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the internet will not see information about the listed property in response to their search.	144 145
19. OTHER.	146
List price to be \$159, 000 for 10 acres parcel # 1647580. To be marketed and sold after sale and closing of parcel # 1647585.	147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174
_____ Seller's Signature Paul A Boisineau, James T Boisineau Date	175
_____ pboisineau9@gmail.com Seller E-mail Address	176
_____ RE/MAX Select Associates Listing Firm	177
_____ 21222 Listing Firm License Number	178
_____ cgbob@colvillerealestate.com, mindy@coursonrealestate.com Listing Broker E-mail Address	179
_____ Seller's Signature Lynne M Kropik Date	
_____ (248)761-2547 Seller Phone Number	
_____ Listing Broker's Signature <i>Mindy Courson</i> Date	
_____ 18982/115548 Listing Broker License Number	
_____ (509)675-0792 Listing Broker Phone Number	

Exhibit A

The following legal description is based on information provided by the County Assessor's office and is subject to examination and verification by the title company. Purchaser, Seller and Closing Agent are authorized to insert, add or correct the legal description before closing.

PARCEL: 1647580

Abbreviated Legal: Lot 2 of Short Plat by Survey No. SP 5-2017; 34-33-37

Property Address: 3XXX Miles Rd, Rice, WA 99167

Lot 2 of Short Plat Survey No. SP 5-2017, located in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, according to Plat thereof recorded May 29, 2019, under Auditor's File No. 20190003375

Seller: _____

Buyer: _____

Seller: _____

Buyer: _____

COMPENSATION - Buyer Brokerage Firm

This Compensation Agreement is made by and between

Paul A Boisineau, James T Boisineau, Lynne M Kropik

("Seller") and

RE/MAX Select Associates, Inc. ("Firm") with regard to the real property commonly known as

3XXX Miles Rd

City Rice

County Stevens

WA, Zip 99167

BUYER BROKERAGE FIRM COMPENSATION: Seller acknowledges that offering Buyer Brokerage Compensation to a Buyer Brokerage Firm is not required. Seller also acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law.

Seller Initials

Date

Seller Initials

Date

☒ **Seller's Offer of Compensation.** Seller offers Buyer Brokerage Compensation as follows:

i: 1.5 % of the sales price, \$ _____; or other _____ to Buyer Brokerage Firm, which includes another broker affiliated with Listing Firm who represents the buyer; or

ii: If the Listing Broker is a limited dual agent and represents both Seller and the buyer, 1.5 % of the sale price; \$ _____; or other _____ to be paid to Listing Firm as Buyer Brokerage Compensation.

iii: Buyer Brokerage Compensation shall be paid as set forth above, unless modified by the buyer in a mutually accepted purchase and sale agreement. The offer of compensation may not be withdrawn with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.

iv. If checked, ☒ the offer to pay Buyer Brokerage Compensation shall extend to licensed brokerage firms that are not members of the MLS.

☐ **Buyer to Request Compensation in Offer.** In lieu of offering a specific compensation amount, Seller invites the buyer to include in the buyer's offer, the amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by the parties as part of the Purchase & Sale Agreement.

☐ **No Offer of Compensation.** Seller declines to offer and does not intend to pay Buyer Brokerage Compensation. Seller acknowledges that a buyer may still submit an offer that includes an amount that the buyer requests Seller to compensate the Buyer Brokerage Firm, which amount must be agreed to by all parties. Seller may choose to accept, reject or counter a purchase and sale agreement with Seller paid Buyer Brokerage Compensation.

Seller Signature

Date

Seller Signature

Date

Listing Broker Signature

Date

Mindy Carlson

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property ☒ at:

3XXX Miles Rd	Rice	WA	99167
Address	City	State	Zip

or ☐ (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I ☐ AM ☒ AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____.
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is	23011 Buckingham St	Dearborn	MI	48128
	Address	City	State	Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller	Paul A Boisineau, James T Boisineau	Date	Seller	Lynne M Kropik	Date
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BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

☐ **Amount Realized (\$300,000 or less) and Family Residence = No Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

☐ **Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax.** (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer	Date	Buyer	Date
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SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement ("Agreement") dated _____, between _____ ("Buyer"), and **Paul A Boisineau, James T Boisineau, Lynne M Kropik** ("Seller") concerning: **3XXX Miles Rd , Rice , WA 99167** (the "Property").

1. ADVICE TO SEEK EXPERT ADVICE ON MATTERS OUTSIDE BROKER'S EXPERTISE. Each of the parties to the Agreement acknowledged that brokers are not in a position to offer expert advice on matters outside their expertise and that the parties have been advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in the state of Washington when applicable. Each of the parties acknowledges being advised not to use the services of anyone not licensed in Washington to perform in any matter where a license is required by law. By way of example and not limitation, the parties acknowledge that:

a. If any party has questions or concerns regarding legal issues arising in connection with the Agreement, transaction, Property, or any property or other disclosure, they should consult with an attorney (parties may confirm the licensing and disciplinary history of attorneys at www.wsba.org).

b. If any party has questions or needs advice or assistance in any way related to the Agreement or transaction, they should consult with a CPA, tax attorney or other qualified tax professional (parties may confirm the licensing and disciplinary history of CPAs at www.cpaboard.wa.gov).

c. Brokers are not qualified to advise regarding the condition of any property and recommend that Buyer utilize the services of a licensed professional inspector to inspect the Property (parties may confirm the confirm the licensing of a professional home inspector at www.dol.wa.gov/business/homeinspectors).

d. If any inspector or other qualified professional recommends that matters related to the Property or transaction be further investigated, tested or reviewed, the parties are advised to carefully review the recommendations and follow up as suggested.

e. Repair, remodeling and construction of homes and buildings should only be performed in accordance with law (by licensed contractors when a license is required) (parties may confirm the licensing status of a licensing status of a contractor at <https://secure.lni.wa.gov/verify/>).

f. On-site sewage disposal systems, including septic tanks, should be inspected by trained inspectors licensed by the local city or county sewer district having jurisdiction over the subject property and licensing should be able to be confirmed with that agency;

g. g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <https://fortress.wa.gov/dol/bpdlicensequery/>).

h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

i. The conservation, preservation and protection of "Archeologic Resources" in this state (defined as "the physical evidence of indigenous and subsequent cultures, including materials remains of past human life, including monuments, symbols, tools, facilities and technological by-products"), are administered by the Department of Archeology and Historic Preservation ("DAHP") pursuant to RCW, Chapter 27.53 (the "Preservation Act"). DAHP regulates removal or disturbance of any Archeological Resources from the property where they are found (an "Archeological Site").

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



2. INSPECTIONS AND TESTS. There may be defects present in any property. None of the real estate Firms or brokers involved in this transaction is an expert regarding the identification of, detection of, or presence of concealed defects. While not an exhaustive list and by way of example and not limitation, Buyer acknowledges having been advised that some matters that can adversely affect a property are as follows:

a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300.) Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/mold/brief-guide-mold-moisture-and-your-home.

d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.

e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at www.epa.gov/radon.

f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at www.epa.gov/asbestos.

g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health, <https://www.doh.wa.gov/CommunityandEnvironment/Contaminants>.

h. DAHP, referred to in Section 1, can only provide information regarding the location and nature of any known Archeological Sites on a property if given written permission to do so by the property owner using a form supplied by DAHP (a "Prospective Purchaser Information Request Form"). Seller agrees to cooperate with Buyer to execute the required form and grant Buyer permission to obtain information from DAHP regarding the above, but only if requested to do so by Buyer in writing within 10 days of Mutual Acceptance of the Agreement. More information on this subject can be found at <https://dahp.wa.gov>.

3. PARTIES ACKNOWLEDGEMENTS. Seller acknowledges that Seller is responsible for disclosing to Buyer in writing knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the matters discussed in Sections 1 and 2 above. Buyer acknowledges that Buyer

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property included but not limited to the matters discussed in Sections 1 and 2 above. The above is intended as general advice and not as a substitute for professional advice.

4. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



Excise Tax (REET), Effective Jan. 1, 2020, ESSB 5998 made changes to the real estate excise tax program. One of these changes is a graduated state REET rate structure for sales for real property. Local REET rates for counties / cities remain the same.

Agricultural land/timberland is excluded from the new rate structure & will continue to have a state REET rate of 1.28%. Plus the local rate.

Due to a lack of necessary information available to RE/MAX Select Associates to calculate predominate use we will provide an estimate as if DFL/Ag land rate or graduated rate. We recommend you contact WA. Dept. of Revenue, or county assessor / auditor office for your actual rate.

Approximate Seller's Proceeds

Seller's Name: Paul Boisineau, James Boisineau, Lynne Kropik

Property Address: 3XXX Miles Rd Rice, WA 99167

Predominantly DFL/ Ag tax class, if box checked ☐

Presented By: Bob Anderson and Mindy Courson

				Debit	Credit
A Selling Price					\$159,000.00
Encumbrances	Source of information				
First Trust Deed/Mortgage	Seller	Lender	Document		
Second Trust Deed/Mortgage	Seller	Lender	Document		
Down Payment Assistance	Seller	Lender	Document		
B Estimated Selling Costs					
Policy of Title Insurance				\$1,100.00	
Estimated Escrow/Settlement Agency Fee (Owner contract)					
Closing Fees				\$1,000.00	
Septic Pump & Certification					
Water Sample / Bacteria Test					
Water Quantity / Flow Test					
Work Requirements (If needed)					
Miscellaneous (Recording, Notary, Funding, Processing Fees)				\$400.00	
Listing Commission			3.00%	\$4,770.00	
Selling Commission			1.50%	\$2,385.00	
Excise Tax DFL / Ag					
Excise Tax to 525K	159,000.00		1.10%	\$1,749.00	
Excise Tax to 525K-1.525M	0.00		1.28%	\$0.00	
Excise Tax to 1.525M-3.025M	0.00		2.75%	\$0.00	
Excise Tax to Above 3.025M	0.00		3%	\$0.00	
Excise Tax Local	159,000.00		0.25%	\$397.50	
Excise Tax Total		\$2,146.50			
C Approximate Total Cost & Encumbrances	A	\$11,801.50	B	\$159,000.00	

D Approximate Proceeds to Seller at Closing **\$147,198.50** *** Item B minus A
 ***Less Mortgage

(Selling Price Less Total Costs)* The approximate seller's proceeds calculated above will vary according to any difference in unpaid loan balances, impound account (if any) and any expense for required corrective and/or preventative work. **POSSIBLE ADDITIONAL CREDITS OR DEBITS:** Proration of Property Tax. Return Balance in Impound Account, Home Warranty Policy, Proration or Cancellation of Fire Insurance, Encumbrances Not Disclosed by Seller

I am fully aware that this estimate has been prepared to assist me in computing my cost. The above fees and charges are estimates only; actual amounts will vary. Estimates are not guaranteed by RE/MAX Select Associates or any of its agents or affiliates. I have read the above figures and acknowledge receipt of a copy of this form.

Seller: _____

Agent _____

Seller: _____

RE/MAX Select Associates, Inc.
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