



GENERAL ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is a part of the Purchase and Sale Agreement dated June 15, 2020,  
between \_\_\_\_\_ ("Buyer")  
and Molly Ann Smith ("Seller")  
concerning: 200 Beach Place Edmonds WA 98020 ("Property").

- Buyer is **strongly urged** to conduct a thorough investigation of the neighborhood and the Property. Buyer should not solely rely upon the Seller Real Property Disclosure Statement (NWMLS Form 17). Buyer is advised to instruct their inspector to recommend further evaluation of the property by qualified specialists when any area is outside the inspector's area of expertise.
- **Misleading a lender is wrong.** It has always been unlawful to mislead a lender in the lending process. Recent Washington legislation (RCW 32.04) makes it a Class B felony to knowingly defraud or materially mislead a lender; whether through the use of misstatements, misrepresentations, omissions or other means. Buyer/Borrower must disclose to their Lender all the facts of the transaction including a complete copy of the entire Real Estate Purchase and Sales Agreement and all addenda.

CHECK IF APPLIES:

- HOMEOWNER'S WARRANTY.** Coldwell Banker Bain has advised Buyer and Seller that there are commercially available homeowner's warranties that insure many structural and mechanical components of the residence. Buyers have elected to (choose one):  obtain a home warranty from American Home Shield;  obtain a \_\_\_\_\_ home warranty;  not obtain a home warranty.  
The home warranty, if requested, shall be paid as a  Buyer expense  Seller expense.
- NEIGHBORHOOD REVIEW.** Buyer  chooses  declines to conduct a Neighborhood Review. If Buyer chooses to conduct a Neighborhood Review, attach Form 35 or 35N.
- PROPERTY AND GROUNDS MAINTAINED.** Until Buyer is entitled to possession, Seller shall maintain the Property in its present condition. The term "Property" includes the building(s); grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller shall either repair, or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to re-inspect the Property within 5 days prior to transfer of possession to verify that Seller has complied with this paragraph. Buyer and Seller understand and agree that the Listing Broker and Selling Broker shall not be liable for the forgoing or Seller's breach of this paragraph.
- ELECTRONIC SIGNATURE ACCEPTANCE.**  
Seller  will  will not accept and use Authentisign to electronically sign, review and respond to offers, counter offers, addenda and notices.  
Buyer  will  will not accept and use Authentisign to electronically sign, review and respond to offers, counter offers, addenda and notices.
- BUSINESS RELATIONSHIP DISCLOSURE:** This is to give you notice that The Landover Corporation, doing business as Coldwell Banker Bain, has the following business relationships described below. Because of these relationships a referral to one of these businesses may provide CBBain a financial or other benefit (see attached Affiliated Business Arrangement Disclosure Statement, if required):  
Services for Fee: Home Warranties – By agreement CBBain delivers marketing and other services to American Home Shield in providing home warranties to CBBain customers.  
Lending – CBBain and its owner provide marketing services to Axia Home Loans for which it is paid a fee.  
Common Ownership: Title and Escrow – The owner of CBBain owns, through a different entity, a sixty percent interest in Rainier Title and Escrow.
- NOTICE TO BUYER.** 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.
- ATTORNEYS FEES.** In any dispute related to this Agreement or the Property, regardless of the legal theory upon which any claim is based, the substantially prevailing party shall be entitled to its reasonable attorney fees and costs incurred prior to, during and in lieu of any proceeding (litigation, mediation, arbitration, bankruptcy, etc.) on appeal and in the collection of any award.

ALL OTHER TERMS AND CONDITIONS of said Purchase and Sale Agreement remain unchanged.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller Molly Ann Smith 06/15/2020  
Date \_\_\_\_\_ Date \_\_\_\_\_  
Selling Broker (PRINT) \_\_\_\_\_ Listing Broker (PRINT) \_\_\_\_\_