

**BUYER BROKERAGE FIRM'S  
COMPENSATION ADDENDUM  
FOR NON-NWMLS PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ ("the Property"). 4  
Address City State Zip

This Addendum is for use with a non-NWMLS Purchase and Sale Agreement. 5

**Buyer Brokerage Firm Compensation:** ☐ \$ or ☒ % 2.5 ; ☒ Pay as Offered or ☐ Other - See Below 6  
Amount Offered in Listing

☐ **Buyer Brokerage Firm's Compensation - No Compensation Offered by Seller.** 7  
There is ☐ no offer of compensation from Seller to Buyer Brokerage Firm in the listing; or ☐ Seller has not signed a listing 8  
agreement. Seller shall pay Buyer Brokerage Firm a compensation of \_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing. 9

☐ **Additional Buyer Brokerage Firm Compensation - Buyer Representation Agreement.** 10  
Buyer is obligated to pay Buyer Brokerage Firm compensation as a condition of a buyer representation agreement between Buyer 11  
Brokerage Firm and Buyer. Seller's offer of compensation to Buyer Brokerage Firm in the listing is less than Buyer's 12  
obligation to Buyer Brokerage Firm. Accordingly, Seller agrees to pay Buyer Brokerage Firm additional compensation 13  
of \_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing. Buyer Brokerage Firm's total compensation paid by Seller shall 14  
be \_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing. 15

☐ **Credit to Buyer.** 16  
Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by \_\_\_\_\_ % of sales price or 17  
\$ \_\_\_\_\_, and Seller shall credit such amount to Buyer's obligations at Closing. If Buyer is obtaining a loan or loans to 18  
purchase the Property, Seller's credit to Buyer is subject to Buyer's lender(s) approval of such credit. Any amount not approved 19  
by Buyer's lender shall be paid to Buyer Brokerage Firm. Buyer Brokerage Firm's total compensation paid by Seller shall be 20  
\_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing (not including any credit amount not approved by Buyer's lender). 21

☐ **Reduction in Buyer Brokerage Firm Compensation.** 22  
Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by \_\_\_\_\_ % of sales price or 23  
\$ \_\_\_\_\_. The Purchase Price offered by Buyer reflects this reduction in compensation owed to Buyer Brokerage Firm. 24  
Buyer Brokerage Firm's total compensation paid by Seller shall be \_\_\_\_\_ % of sales price or \$ \_\_\_\_\_ at Closing. 25

☐ **Other:** 26  
27  
28  
29

\_\_\_\_\_  
Buyer Broker Signature Date Buyer Brokerage Firm

Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing 30  
Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in 31  
the listing shall be paid by Seller as set forth in this Addendum. If there is any inconsistency between the Buyer Brokerage Firm's 32  
compensation offered in the listing and the description of the offered compensation stated in this Addendum, the terms of the listing shall 33  
supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from 34  
more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their 35  
funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). 36  
In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable 37  
attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 38

If Seller shall, within \_\_\_\_\_ days (180 days if not filled in) from the date hereof, sell the Property to Buyer or someone acting on Buyer's 39  
behalf, Seller shall pay Buyer Brokerage Firm the compensation set forth above, less any portion of the earnest money retained by Buyer 40  
Brokerage Firm. Provided, if a compensation is paid to another member(s) of a multiple listing service in conjunction with such sale, the 41  
amount of compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a 42  
contract to sell; an exchange or contract to exchange; or an option to purchase, regardless of when it closes. 43

\_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND  
LEAD-BASED PAINT HAZARDS**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
Buyer Buyer  
and \_\_\_\_\_ ("Seller") 3  
Seller Estate Of Jeanette L Sargent  
concerning \_\_\_\_\_ ("the Property"). 4  
Address 5617 W Argent Rd, Pasco, WA 99301 City State Zip

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate.

*Constance Thedrick* 3-13-23  
Seller Estate Of Jeanette L Sargent Date

Seller Date

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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Continued

### Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

Buyer Initials	Buyer Initials
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(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

Buyer Initials	Buyer Initials
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(e) Buyer has (check one below):

- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 34  
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- ☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard).

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of disapproval of the risk assessment or inspection to Seller within \_\_\_\_\_ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.

Seller may, at Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's 45  
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 46  
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 47  
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 48  
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 49  
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 50  
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 51  
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 52

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within \_\_\_\_\_ days (3 days if not filled in) after expiration of the time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.

<b>Buyer</b>		<b>Date</b>	<b>Buyer</b>		<b>Date</b>
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### Broker's Acknowledgment

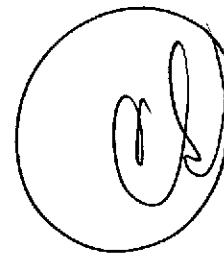
Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

Buyer Broker \_\_\_\_\_ Date \_\_\_\_\_ Listing Broker Barry Long \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**The West 180 feet of the East 380 feet of the Southwest quarter of the Southeast quarter of Section 15, Township 9 North, Range 29 East, W.M. Franklin County, Washington, lying South of a line 100 feet South of and parallel to center line of Franklin County Irrigation District No. 1 Canal, EXCEPT Argent Road.**



**THIS LEGAL DISCRIPTION IS BASED UPON THE LAST DEED OF RECORD!**