

# BROWN REAL ESTATE GROUP OFFER CHECKLIST™

ALL RIGHTS RESERVED Rev 10/2014

**This checklist explains our corporate seller's offer policies (we simply enforce them). Please print & submit with your offer.**

- 1)  **"AGENT ONLY" REMARKS ON MATRIX:** PLEASE READ BEFORE PREPARING OFFER
- 2)  **FINANCING PREAPPROVAL LETTER OR PROOF OF ALL CASH FUNDS REQUIRED WITH ALL OFFERS:**
  - a. Some sellers require letters from their loan officers. YOU ARE NOT REQUIRED TO OBTAIN YOUR LOAN FROM THEM. In these cases, we will need preapp letters from both your loan rep & the seller's.
  - b. Letter must include loan amount & sale price the buyer is qualified for with **"We have reviewed the buyer's income, assets, liabilities, credit, & down payment & the buyer is approved subject to appraisal and clear title."**
  - c. Need proof of funds if paying all cash, such as copy of bank statement *clearly showing buyer(s) name on account* (\*\*NOTE: IF PROOF OF FUNDS IS NOT IN BUYER'S NAME YOU MUST INCLUDE LETTER OF EXPLANATION SIGNED BY WHOEVER IS PROVIDING THE CASH FUNDS)
- 3)  **TITLE & ESCROW:** See "agent only" remarks for seller-specified companies (if none, leave blank)
- 4)  **COPY OF EARNEST MONEY CHECK:** Write check to selling broker initially (NOT "Brown Real Estate"). Upon mutual acceptance, we will confirm at what escrow company you will need to deposit earnest money. No promissory notes.
- 5)  **IF BUYER IS LLC OR CORP:** Need copy of formation docs submitted with offer
- 6)  **LEGAL DESCRIPTION:** Click "Attached docs" on Matrix, print legal, have buyer initial & submit w/offer
- 7)  **LEAD-PAINT FORM 22J (if applicable):** Seller has no knowledge. **Buyer & agent sign first.**
- 8)  **WA STATE CORPORATE-OWNED SELLER DISCLOSURE:** Buyer must waive right to receive Form 17
- 9)  **WA STATE CORPORATE-OWNED PROPERTY ADDENDUM:** Supersedes Forms 22K, 22L, 22R, 22S, 22U, 22WW, & 22Z, possibly others (the seller will remove any and all of these if included with offer)
- 10)  **CONTACT INFO FORM:** Must complete items 1-4 on the attached 1 page form
- 11)  **OFFER CHECKLIST (this form):** Buyer(s) & buyer's agent must sign below.
- 12) **CLOSING DATES:** No closing on the last 2 business days of the month. NO automatic extensions.
- 13) **INSPECTION:** Inspections are for buyer's info only, seller will not make cosmetic repairs or offer credits. Property sold "as-is" & no inspection response (35R) needed unless buyer wants to terminate. Lender-required repairs may be considered if in writing on lender letterhead along with 2 licensed contractor bids. Seller has no insur report ("CLUE").
- 14) **CONTINGENT OFFERS:** No offers contingent on the sale of another house or the closing of a home equity loan in progress.
- 15) **OFFERS THAT INCLUDE "AND/OR ASSIGNS":** NOT allowed under any circumstances
- 16) **DIGITAL or "E" SIGNATURES:** NOT allowed under any circumstances – MUST have actual signatures/initials.
- 17) **COMMISSION:** No selling office commission if buyer is agent. Commission paid on sales price LESS concessions (ex: sale price \$100,000 with \$5,000 seller paid buyer's closing costs. Commission would be based on \$95,000)
- 18) **OFFER SUBMISSION & SELLER RESPONSE:** Please make sure your scanner is set to BLACK & WHITE only – no color scans (makes file size HUGE). Please email offer and all supporting docs as 1 Adobe PDF file (please do not send numerous separate files as it makes processing by our clients VERY difficult) to [keith@seattlereo.com](mailto:keith@seattlereo.com). Once your offer is confirmed & complete the seller will review (may take several days). We will contact you via email when we have their response.
- 19) **NEGOTIATION:** Informal via email. Once buyer & seller agree to terms, the offer is still subject to upper mgmt approval. Once this is obtained, we will typically receive & forward seller addenda that your buyer will need to sign & return with an updated local contract. **Until this happens the seller may accept another offer** so it is in your best interest to reach agreement ASAP & followup diligently. This is how lender-owned properties are managed and is client policy which we are simply enforcing.
- 20) **ACCEPTANCE:** Once we receive your buyers' complete contract & seller addenda signed, we will send them to the seller, the MLS will be marked "PENDING", and the seller will not consider any other offers that may come in. It may take several days to 2 weeks to receive the seller-signed contract back so please be patient, deliver a copy of the preliminary contract to your lender (they should be able to proceed while we await seller signatures), and order inspections (if appl). **DO NOT WAIT** as this will delay closing (& many sellers will charge a penalty to extend closing for any reason other than title delay)
- 21) **CLOSING:** If getting a loan, please note the seller has a 72 hour final doc review period so your lender must take this into account. You cannot send loan docs to escrow on the day of closing and expect the property to close on time!
- 22) **UTILITIES & "WINTERIZATION":** If the utilities are not on at the time your contract is accepted, ask our office if it is possible to have them turned on (not always possible depending on the seller or property condition). The seller will not allow escrow to pay final utilities thru closing. **It will be the buyer's responsibility at their expense/liability to have the property de-winterized by a qualified, licensed plumber for the purposes of any inspections and appraisals (if applicable, see attachment for details).**

**We have read and understand this "Offer Checklist" and agree to abide by its terms and conditions:**

\_\_\_\_\_  
Buyer(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer's agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer(s)

\_\_\_\_\_  
Date

# WASHINGTON STATE CORPORATE-OWNED PROPERTY ADDENDUM

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The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”) concerning \_\_\_\_\_ (“the Property”)

- 1) **REKEY DISCLOSURE:** The entry doors to the Property have been master keyed. All locks should be rekeyed after Closing to protect Buyer’s safety & security of personal and real property. Buyer shall be responsible to replace any controls or other keys (such as garage, mailbox, storage, etc) after Closing (Seller does not have any in their possession).
- 2) **UTILITY SERVICES:** Closing Agent/Escrow will not disburse any closing funds to satisfy any unpaid utility charges unless they are a recorded lien. Seller or Listing Office may have transferred utility accounts into their names prior to Closing. Buyer waives right to include NWMLS Form 22K as part of this Agreement and is solely responsible to research all utilities & Homeowners’ Associations affecting the Property to their own satisfaction.
- 3) **EARNEST MONEY:** Selling Broker shall transfer any earnest money received to Seller’s escrow within 1 business day of Mutual Acceptance (when Seller typically discloses escrow company they have chosen).
- 4) **”AS-IS” DISCLOSURE:** Buyer has been advised of Buyer’s right to receive a completed Seller Disclosure Statement (“Form 17”) and expressly waives that right. Buyer will not have a remedy for Seller’s negligent errors, inaccuracies, or omissions in any type of disclosure form. Buyer acknowledges the importance of obtaining independent home inspections and is not relying on the Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or sewer/septic systems, geology, lot size, the existence of termites or other wood-destroying insects, birds, rodents, or any other animal or insect of any kind, radon, mold, or any other hazardous substances, whether or not the Property is located in a flood zone or any other environmentally sensitive or critical area, the existence, condition, or past maintenance history of any smoke detectors, onsite fuel tanks, onsite sewage/water supply system(s), or the current or future availability of any utility service/system (including, but not limited to, public water, sewer, etc) & any effect their possible future installation, modification, or removal may have on the Property. Buyer shall be responsible for any and all inspections, certifications, and/or treatment/pumping/cleaning/maintenance of any such item or system at their expense within the time frames allowed by any other inspection clause in this Agreement. Buyer shall be solely responsible to ensure that the Property complies with any codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental/quasi-governmental entity, city, county, state, or of any other person/entity prior to Closing. Buyer shall indemnify, defend and hold Seller and Listing Office (and its agents and assigns) harmless from all claims of every kind or nature, including but not limited to attorney’s fees and costs, arising out of (a) the condition of the Property; (b) the improvements thereto, (c) the suitability of the Property for any intended use, or (d) activities that may have occurred on the Property regardless of whether the claim(s) arise prior to or after Closing. Any lender required repairs will be the Buyer’s responsibility to be completed after Closing from the proceeds of an escrow holdback or similar reserve. Any suit involving any dispute or matter arising under this Agreement shall be resolved by binding arbitration in accordance with RCW 7.04 by Judicial Dispute Resolution, LLC in Seattle (“JDR”). All parties hereby consent to the exercise of personal jurisdiction by JDR with respect to any such proceeding. **THE PROPERTY WAS ACCEPTED BY THE BUYER WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN “AS-IS” CONDITION BASED SOLELY ON BUYER’S INSPECTIONS.**
- 5) **CONDOMINIUM/PUD/HOMEOWNERS ASSOC:** If applicable, Buyer is responsible at their own expense for obtaining and reviewing the resale certificate, covenants, conditions, restrictions, bylaws, and any other related documentation within ten (10) days of mutual acceptance. Buyer shall be deemed to have accepted said documentation unless they notify Seller of any objection in writing within thirteen (13) days of mutual acceptance. Buyer shall also be responsible at their own expense for obtaining any HOA documents required prior to Closing.
- 6) **EMAIL TRANSMISSION:** Email transmission of any notice or signed original document, and retransmission of any notice or signed original, facsimile, or email transmission, shall be effective and the same as delivery of an original.
- 7) **SELLING OFFICE COMMISSION:** Should Seller pay commission on sales price less buyer credits (or other similar “net-to-seller” calculation) as part of this Agreement, Selling Office agrees to waive the right to any future claims with any Multiple Listing Service for unpaid commission from the Listing Office.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date		
_____ Buyer’s agent	_____ Date	Brown Real Estate Group LLC By: Keith Brown, Manager	_____ Date

THIS ADDENDUM SHALL SURVIVE CLOSING SUPERSEDING NWMLS FORMS SUBJECT TO ANY SELLER COUNTEROFFER

**WASHINGTON STATE CORPORATE-OWNED PROPERTY SELLER DISCLOSURE**

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The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”) concerning \_\_\_\_\_ (“Property”)

**NOTICE TO BUYER: Do NOT make changes to this form or your offer will be rejected!**

	YES	NO	DON'T KNOW
1. Are there any wetlands, critical areas, shorelines or floodplains on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have there been any drainage problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the property contain fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there any transmission poles, transformers, or other public utility equipment on site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there any ground water or soil contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the property ever been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the property ever been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are there any radio towers in the area that may cause interference with telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there any material damage to the property from wind, fire, beach movements, earthquakes, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Are there any substances, material or products on the property that may be of environmental concern, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Buyer has been advised of right to receive a completed Form 17 Seller Disclosure & waives that right.**

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Seller makes the above disclosures to Buyer based on Seller’s actual knowledge at the time the Seller completes this disclosure. Seller is not occupying the property. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees to deliver a copy of this disclosure to other real estate licensees and all prospective buyers of the Property.

**NOTICE TO SELLER: Washington state no longer allows owners of foreclosed properties an automatic exemption from all disclosure. You must fill out this form to the best of your ability based on actual knowledge at the time of completion. PLEASE DO NOT MARK “SELLER EXEMPT” OR SIMILAR!!!**

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CONTACT INFORMATION FORM

**To comply with Patriot Act requirements,  
our sellers require the following information or your offer will not be considered!**

1) **Subject Property:** Address: \_\_\_\_\_

2) **Buyer(s) Info:** **MUST SELECT "YES" OR "NO" FOR ALL QUESTIONS BELOW**

Is Buyer an Owner-occupant?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is Buyer a First time Buyer?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is Buyer a Licensed Realtor?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is Buyer a Freddie Mac employee?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is Buyer a relative of or a Freddie Mac Supplier?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>
Is Buyer a relative of or the previous mortgagor?	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>	<input type="checkbox"/>

**Date offer written:** \_\_\_\_\_

**Offer price:** \_\_\_\_\_

**Earnest money:** \_\_\_\_\_

**Closing date:** \_\_\_\_\_

**Finance type:** \_\_\_\_\_

(NOTE: if MLS says "Cash or rehab loan only" then seller will NOT consider any other type of financing)

**Down payment amt:** \_\_\_\_\_

**Buyer closing costs:** \_\_\_\_\_

**Warranty/bonus:** \_\_\_\_\_

**Inspection?** YES  NO  if "YES" how many days? \_\_\_\_\_

**Buyer #1:** First \_\_\_\_\_ Middle (full) \_\_\_\_\_ Last \_\_\_\_\_ Birth date \_\_\_\_\_

**Buyer #2:** First \_\_\_\_\_ Middle (full) \_\_\_\_\_ Last \_\_\_\_\_ Birth date \_\_\_\_\_

**Buyer #3:** First \_\_\_\_\_ Middle (full) \_\_\_\_\_ Last \_\_\_\_\_ Birth date \_\_\_\_\_

**Company (if appl):** \_\_\_\_\_

**Buyer address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

3) **Buyers Lender:**

**Company:** \_\_\_\_\_ **Loan Rep:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

4) **Selling Office:**

**Buyer's Agent:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Assistant:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

5) **Listing Office:** Keith Brown, Brown Real Estate Group #7901, PO Box 55134, Seattle, WA 98155, 206-261-3902

## **DE-WINTERIZATION INSTRUCTIONS Version 03/02/09**

**Most properties are “winterized” during the winter (April – Oct). Winterization is when the water is turned off, pipes are drained & biodegradable antifreeze is put in all drains. Below are directions for de-winterizing the property.**

1. Make sure that *all* of the valves and faucets (including exterior hose bibbs) are in the off position. Make sure that both the hot and cold lines are securely attached to the hot water tank and that the release valve at the bottom of the tank is tightened. This will ensure that water is not flowing onto the floor or walls when the water is finally turned on.
2. Turn on water at the street meter. When the water is on, the dials on the meter should spin, but just enough to fill the water lines to the house and possibly inside of the house. Excessive water flow may indicate a leak or open valve. It is recommended that the water be shut back off if water flow is more than expected so an interior inspection for possible leaks can be done.
3. Turn on water to the house if necessary. The shut off in the house is usually located in the garage. If shut off is not found in the garage, it may be located inside of the house in line with the meter at the street.
4. Valves to the toilets and other fixtures can be turned on and tested.
5. The water tank must be completely filled before it can be activated (whether electric or gas) or damage will be done to the heating mechanisms. The sound of running water into the tank will be apparent and when the sound stops, it is full. The tank may take 15 minutes or more to fill up.
6. Once the water tank is full, an *electric water tank* can be activated by making sure the electrical connections are made at the tank (no wires exposed) and then the breaker at the panel can be turned to the “On” position.

A *gas water tank* can be activated by following the directions that are printed on the tank. **A flame from a match or lighter may be necessary to light the pilot.** Within 30 minutes, it should be apparent that the tank is indeed heating the water.