

ADDITIONAL OWNER AUTHORIZATIONS

For the properties being managed by Watson Management Co., Inc., located at:

1. _____
2. _____
3. _____
4. _____
5. _____

I expressly authorize Watson Management Co., Inc., 102 E Baldwin, Spokane, WA 99207, and its employees to make address and /or name changes to the following billings:

- | | |
|------------------|--|
| _____ (Initials) | Any and all Utility Bills |
| _____ (Initials) | Any and all Mortgage payments and/or Escrow Payments |
| _____ (Initials) | Insurance Accounts |
| _____ (Initials) | Real Estate Taxes |

Property Owner

Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and just can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Known lead-based paint or lead-based paint hazards (check one below):

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

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

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

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

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

Lessee's Acknowledgement (initial)

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

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

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date

PROPERTY DESCRIPTION

Property Address: _____

Suggested Monthly Rent \$ _____ Security, Cleaning & Damage Deposit \$ _____

Square Footage: _____ Lot Size: _____ Year Built: _____

Units: House Duplex Triplex
 Four Plex Apartment Building with _____ Units

Style Rancher ___ Story ___ Level
 Other _____

Rooms ___ Bedrooms ___ Baths ___ Family Rms
 Formal Dining Kitchen Eating Den/Sewing
 Other: _____

Furnishings Carpeting Hardwood Drapes
Basement Full Partial None
 Finished Part Finished Unfinished

Parking ___ Garage ___ Carport Slab
 Door Opener Shared Drive RV Space
 Attached Detached Off Alley

Yard Fenced Front Back
 Auto Sprinkler Deck Patio

Appliances Stove Refrigerator Dishwasher
 Microwave Air Conditioner Water Softener
 Washer Dryer Stacked
 Laundry Hookups
 Other: _____

Heat Source Gas Electricity Oil
 Forced Air Baseboard Radiant

Utility Companies: Water _____
Sewer _____
Refuse _____
Electricity _____
Gas _____

Owner Initials _____

Agent's Initials _____

Property Setup Checklist

The following information is requested at the time we accept your property for management. This list is not intended to be all-inclusive but should provide a good guideline for information that will assist us in effective management. We understand that all of this information may not be available.

- Signed Agent's copy of Property Management Agreement
- Copy of existing tenant(s):
 - Rental Contract(s)
 - Property Condition Report(s)
 - Application to Rent (including credit report)
 - Rent Payment History
 - Statement of outstanding balances
- Security Deposit
- Home and Work Telephone Numbers
- Emergency contact for tenant(s)
- One set of keys to occupied units, three sets of keys to vacant units
- Information on warranties for appliances, roof, etc.
- Bank deposit slips if rent proceeds are to be direct deposited to your bank
- Mortgage Payment Coupons if agent will be paying your monthly mortgage payments
- Other information that you deem important in the efficient management of your property

The Law of Real Estate Agency

This pamphlet describes your legal rights in dealing with a real estate broker or salesperson. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law,

Sec. 1. **Definitions.** Defines the specific terms used in the law.

Sec. 2. **Relationships between Licensees and the Public.** States that a licensee who works with a buyer or tenant represents that buyer or tenant - unless the licensee is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client - unless the parties agree in writing that both licensees are dual agents.

Sec. 3. **Duties of a Licensee Generally.** Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee's agency relationship in a specific transaction.

Sec. 4. **Duties of a Seller's Agent.** Prescribes the additional duties of a licensee representing the seller or landlord only.

Sec. 5. **Duties of a Buyer's Agent.** Prescribes the additional duties of a licensee representing the buyer or tenant only.

Sec. 6. **Duties of a Dual Agent.** Prescribes the additional duties of a licensee representing both parties in the same transaction, and requires the written consent of both parties to the licensee acting as a dual agent.

Sec. 7. **Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.

Sec. 8. **Compensation.** Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship, Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.

Sec. 9. **Vicarious Liability.** Eliminates the common law liability of a party for the conduct of the party's agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.

Sec. 10. **Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.

Sec. 11. **Interpretation.** This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.

RCW 18.86.010 Sec. 1. Definitions

fact or

Unless the context clearly requires otherwise, any neighboring the definitions in this section apply throughout murder, suicide this chapter.

crime, assault

(1) "Agency relationship" means the agency burglary, relationship created under this chapter or by activity, written agreement between a licensee and a other act, buyer and/or seller relating to the performance affecting the of real estate brokerage services by the licensee. property is

(2) "Agent" means a licensee who has entered into an agency relationship with a buyer or seller. (10) seller who has

(3) "Business opportunity" means and includes a relationship with a business, business opportunity, and goodwill of an existing business, or any one or combination thereof (11) means the

real estate

(4) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an "transaction" means actual or prospective tenant in a real estate transaction involving a rental or lease transaction, as applicable. exchange of any

(5) "Buyer's agent" means a licensee who has business entered into an agency relationship with only real the buyer in a real estate transaction, and chapter, a includes subagents engaged by a buyer's agent. exist until a

(6) "Confidential information" means information at least one of from or concerning a principal of a licensee that: prospective seller in

(a) Was acquired by the licensee during the actual or course of an agency relationship with the estate rental or

purpose of the transaction. The suspicion that the property, or property, is or was the site of a or other death, rape or other sex or other violent crime, robbery or illegal drug activity, gang-related political or religious activity, or occurrence, or use not adversely physical condition of or title to the not a material fact.

"Principal" means a buyer or a entered into an agency licensee.

(11) "Real estate brokerage services" rendering of services for which a license is required under chapter

(12) "Real estate transaction" or an actual or prospective purchase, sale, option, or interest in real property or a

opportunity, or a lease or rental of property. For purposes of this prospective transaction does not written offer has been signed by the parties.

(13) "Seller" means an actual or a real estate transaction, or an prospective landlord in a real

principal;
(b) The principal reasonably expects to be kept (14) who has

confidential;
relationship with only

(c) The principal has not disclosed or
transaction, and
authorized be disclosed to third parties;
seller's agent.

(d) Would, if disclosed, operate to the (15) who is engaged to
detriment of the principal; and
principal's

(e) The principal personally would not be
authorized the
obligated to disclose to the other party.
subagents.

(7) "Dual Agent" means a licensee who has entered
into an agency relationship with both the buyer
Relationship.

and seller in the same transaction. (1) A licensee who performs real
estate brokerage

(8) "Licensee" means a real estate broker, associate
agent unless the:

real estate broker, or real estate salesperson, as
written agency
those terms are defined in chapter 18.85 RCW.
which case the

(9) "Material fact" means information that
substantially adversely affects the value of the
subagency

property or a party's ability to perform its
agent, in which
obligations in a real estate transaction, or
agent;

operates to materially impair or defeat the

lease transaction, as applicable.

"Seller's agent" means a licensee
entered into an agency

the seller in a real estate

includes subagents engaged by a

(15) "Subagent" means a licensee

act on behalf of a principal by the

agent where the principal has

agent in writing to appoint

RCW 18.86.020 Sec. 2. Agency

(1) A licensee who performs real
services for a buyer is a buyer's

(a) Licensee has entered into a
agreement with the seller, in

licensee is a seller's agent;

(b) Licensee has entered into a

agreement with the seller's

case the licensee is a seller's

- (c) Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent;
 - (d) Licensee is the seller or one of the sellers; or
 - (e) Parties agree otherwise in writing after the licensee has complied with RCW 18.86.030 (1) (f).
- (2) In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of both parties as required under section 6 of this act. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.
- (3) A licensee may work with a party in separate transactions pursuant to different relationships including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction.

RCW 18.86.030 Sec. 3. Duties of Licensee.

- (1) Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:
- (a) To exercise reasonable skill and care;
 - (b) To deal honestly and in good faith;
 - (c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
 - (d) To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party-, provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;
 - (e) To account in a timely manner for all money and property received from or on behalf of either party"

- (f) To provide a pamphlet on the law of real estate agency in the form prescribed in RCW 18.86.120 to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under section RCW 18.86.020 (1) (e), 18.86.040 (1) (e), 18.86.050 (1) (e), or 18.86.060 (2) (e) or (f), whichever occurs earliest; and
 - (g) To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure".
- (2) Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

RCW 18.86.040 Sec. 4. Seller's Agent - Duties.

- (1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection.
- (a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;
 - (b) To timely disclose to the seller any conflicts of interest;
 - (c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise-,

- (d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and
 - (e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030 (1) (f), to make a good faith and continuous effort to find a buyer for the property*, except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.
- (2)
- (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.
 - (b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

RCW 18.86.050 Sec. 5. Buyer's Agent - Duties.

- (1) Unless additional duties are agreed to in writing signed by a buyers agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:
- (a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction,
 - (b) To timely disclose to the buyer any conflicts of interest
 - (c) To advise the buyer to seek expert advise on matters relating to the transaction that are beyond the agent's expertise;
 - (d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and
 - (e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18,86.030 (1) (f), to make a good faith and continuous effort to find a property for the

buyer, except that a buyer's agent is not obligated to: (1) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase-, or 00 show properties as to which there is no written agreement to pay compensation to the buyer's agent.

- (2)
- (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.
 - (b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

RCW 18.86.060 Sec. 6. Dual Agent - Duties.

- (1) Notwithstanding any other provision of this chapter, a licensee may act as a dual agent Only with the written consent of both parties to the transaction after the dual agent has complied with RCW 18.86.030 (1) (f), which Consent must include a statement of the terms of compensation.
- (2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection~
- (a) To take no action that is adverse or detrimental to either party's interest in a transaction"
 - (b) To timely disclose to both parties any conflicts of interest"
 - (c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise,
 - (d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship,
 - (e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030 (1) (f), to make a good faith and

continuous effort to find a buyer for the property-, except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

- (f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030 (1) (f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to-
- (1) Seek additional properties to purchase while the buyer is a party to an existing contract to purchase-, or
 - (1i) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3)

- (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.
- (b) The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4)

- (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.
- (b) The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyers or create a conflict of interest.

RCW 18.86.070 Sec. 7. Duration of Agency Relationship.

- (1) The agency relationships set forth in this chapter commence at the time that the licensee undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following,
 - (a) Completion of performance by the licensee;
 - (b) Expiration of the term agreed upon by the parties;
 - (c) Termination of the relationship by mutual agreement of the parties-, or
 - (d) 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.
- (2) Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of
 - (a) Accounting for all monies and property received during the relationship; and
 - (b) Not disclosing confidential information.

RCW 18.86.080 Sec. 8. Compensation.

- (1) In any real estate transaction, the broker's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between brokers.
- (2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the licensee.
- (3) A seller may agree that a seller's agent may share with another broker the compensation paid by the seller.
- (4) A buyer may agree that a buyer's agent may share with another broker the compensation paid by the buyer.
- (5) A broker may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.
- (6) A buyer's agent or dual agent may receive compensation based on the purchase price without breaching any duty to the buyer.
- (7) Nothing contained in this chapter negates the requirement that an agreement authorizing or

employing a licensee to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

RCW 18.86.090 Sec. 9. Vicarious Liability.

- (1) A principal is not liable for an act, error or omission by an agent or subagent of the principal arising out of an agency relationship:
 - (a) unless the principal participated in or authorized the act, error or omission, or
 - (b) except to the extent that: (i) the principal benefited from the act, error, or omission" and (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.
- (2) A licensee is not liable for an act, error, or omission of a subagent under this chapter, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error or omission by an associate real estate broker or real estate salesperson licensed to that broker.

RCW 18.86.100 Sec. 10. Imputed Knowledge and Notice.

- (1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.
- (2) Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker.

RCW 18.86.110 Sec It. Application.

This chapter supersedes only the duties of the parties under the common law, including fiduciary duties of an agent to a principal, to the extent inconsistent with this chapter. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a licensee while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.