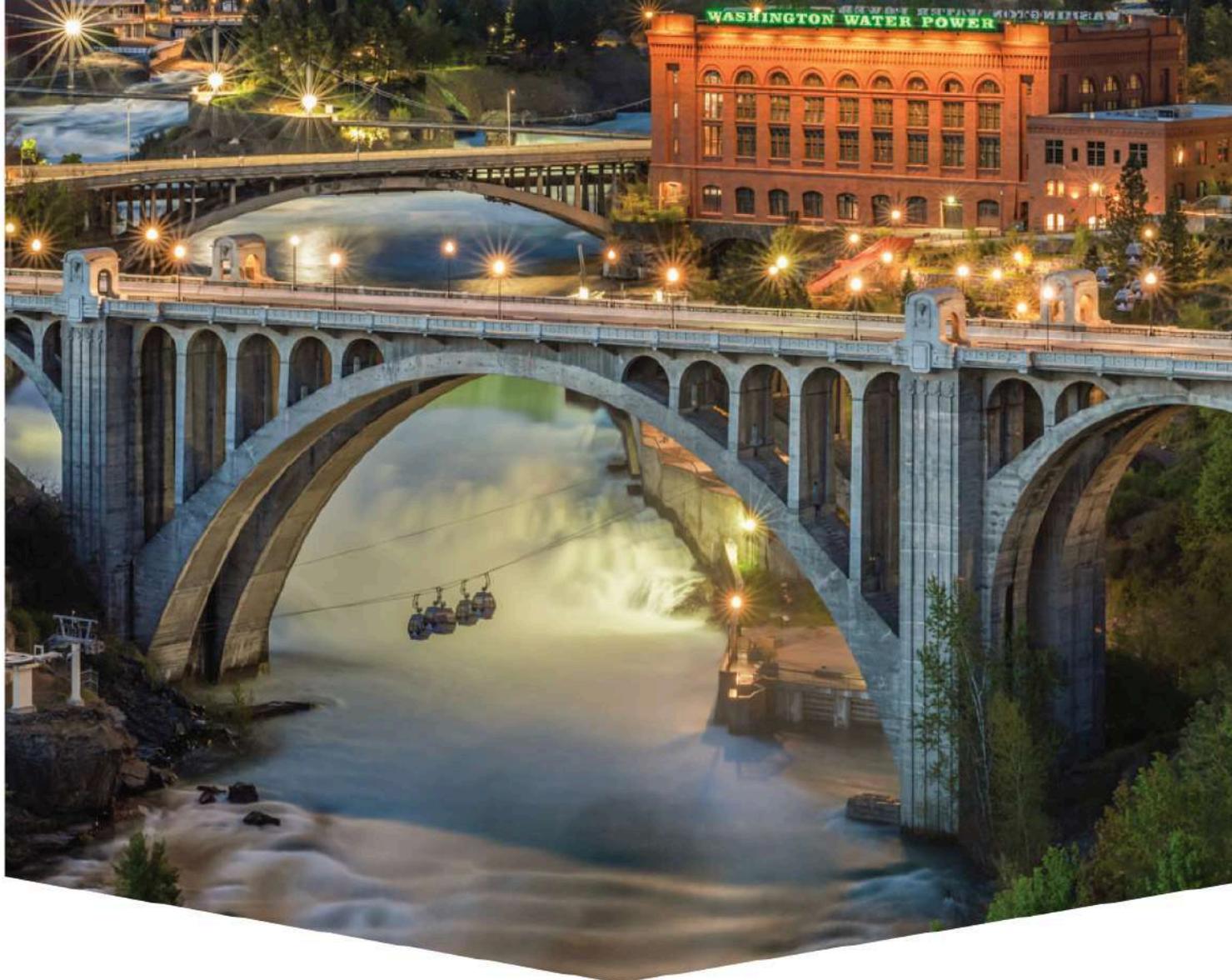




GUIDE TO BUYING A HOME



KELLY PANKEY

Realtor®

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Windermere REAL ESTATE | CITY GROUP

Kelly Pankey

Realtor®

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Hi! I am so excited to meet you and share my passion for real estate with you. With 20+ years of experience in the industry, I specialize in helping buyers and sellers navigate the ever-changing market with confidence. Whether it's finding the perfect home, negotiating the best deal, or staying ahead of market trends, I am dedicated to making real estate simple and successful for my clients. As a full-service professional my goal is to go beyond your expectations before, during and after the transaction to deliver an extraordinary experience.

Beyond real estate, I love spending time with my family, golfing and doing anything outdoors in the beautiful Pacific Northwest. I also love spending time with our Miniature Golden Doodle Crosby!

Windermere City Group
1237 W Summit Pkwy
Spokane, WA 99201
509-323-2323



Why You Should Work With a REALTOR®

With over one million members, the NAR is America's largest professional association and is involved in all aspects of the residential and commercial real estate industries.

NOT EVERY REAL ESTATE AGENT IS A REALTOR®

- Only real estate professionals who are members of the NATIONAL ASSOCIATION OF REALTORS® (NAR) can call themselves REALTORS®.
- The NAR is America's largest professional association and is involved in all aspects of the residential and commercial real estate industries.
- As REALTORS® I pledge to abide by the NAR's strict Code of Ethics.
- Only REALTORS® are held accountable for their ethical behavior.
- As a Windermere associate and a REALTOR®, I am committed to providing you with the highest standard of service and integrity.

BENEFITS OF CHOOSING A REALTOR®

- REALTORS® work hard to protect your property rights and to keep real estate excise taxes as low as possible.
- REALTORS® have been instrumental in the implementation of many tax incentives for home buyers over the years.
- REALTORS® have access to legal counsel to help answer those questions that put your mind at ease, all at no extra cost to you!
- Realtors have consistently worked to increase FHA and VA loan limits to make sure you're not paying higher fees to purchase an average home in your market.
- REALTORS® have access to the latest legal and legislative issues that they need to know to best represent your real estate needs.
- REALTORS® take extra classes and earn designations to prove excellence in various areas of real estate.
- REALTORS® have worked diligently to preserve the full usage of waterfront properties.
- REALTORS® fight hard to keep the mortgage deduction credit unchanged.



I want you to know how much I appreciate you. I strive to build positive business relationships by working exclusively with people I admire and respect, and who value the service I provide.

Why I Work By Referral...

Relationships are more important than transactions.

You may have noticed that many real estate agents take a transactional approach to sales - identifying clients, closing the deal, and then moving on to the next one. I choose not to work that way because I believe you deserve more from the professional you decide to work with. That's why I work by referral.

Since my primary source of new business is referrals from people who know and trust me, I don't have to spend time prospecting and promoting myself. I can dedicate myself fully to the activities that benefit you most and always deliver truly exceptional service.

Working by referral is all about trust. And let's face it, when we're seeking a service, we look for someone we can trust - someone proven, who comes highly recommended and is already on our side.

You control my business.

I know that I must earn your future referrals, so my goal is to exceed your expectations. I have a vested interest in making sure that you are completely satisfied at the end of our transaction together. I want you to be so "fired-up" that you can't wait to tell your friends and family about me and the fantastic service you received!

When you come across an opportunity, I'd appreciate you referring me to great people like yourself, who would benefit from the excellent service and personal attention I provide.

Service that continues after the sale.

I devote myself to serving the needs of my clients before, during and after each sale. Instead of disappearing after the closing, you can expect me to keep in touch. I will send you valuable information each month, and will also call from time to time just to check in and see if you need anything.



Rely on my list of pros

Consider me your source of referrals for all types of businesses, whether related to real estate or not. I have partnered with competent professionals who would be happy to serve you:

- ✓ **Transaction related:** Lenders, legal professionals, closing agents, home inspectors, pest control services, insurance agents (home, auto, health), movers
- ✓ **Other business professionals:** Financial planners, tax advisors, doctors, dentists
- ✓ **Home repairs and improvements:** Handymen, general contractors, interior designers, roofers, painters, flooring installers, plumbing/electrical/HVAC specialist.
- ✓ **Landscape/maintenance:** Yard and pool services, house cleaners, window washers

If you need a referral to a provider that is not mentioned here, feel free to ask; I may know just the person you're looking for!

The Value of Referrals

90% of consumers worldwide said they are most likely to trust the recommendations of the people they know, a figure that was well above any other form of advertising, according to recent market research conducted by The Neilson Company.

What Can I Do for You? Before, During and After the Sale

There are many ways I can be of service to you outside of an active real estate transaction, so please don't hesitate to call.

Real estate news you can use

I can provide you with up-to-date information and statistics on local market conditions, which can differ substantially from national market conditions and what you hear in the media.

Maximize resale potential

Feel free to ask for specific advice on home maintenance, or suggestions for upgrades that will enhance your property's resale value.

Community insight

I'm always happy to provide information on community amenities such as parks, schools and trails, or even local special events.

Let's talk market value

Request a market analysis when you need an estimate of your home's current value for a potential refinance or for insurance, estate planning or property tax purposes.

I'm also available to discuss issues or new developments in the community that could affect property values.

Help where ever you need it

I can help you or a family member secure the services of a like-minded real estate professional in another part of the country.

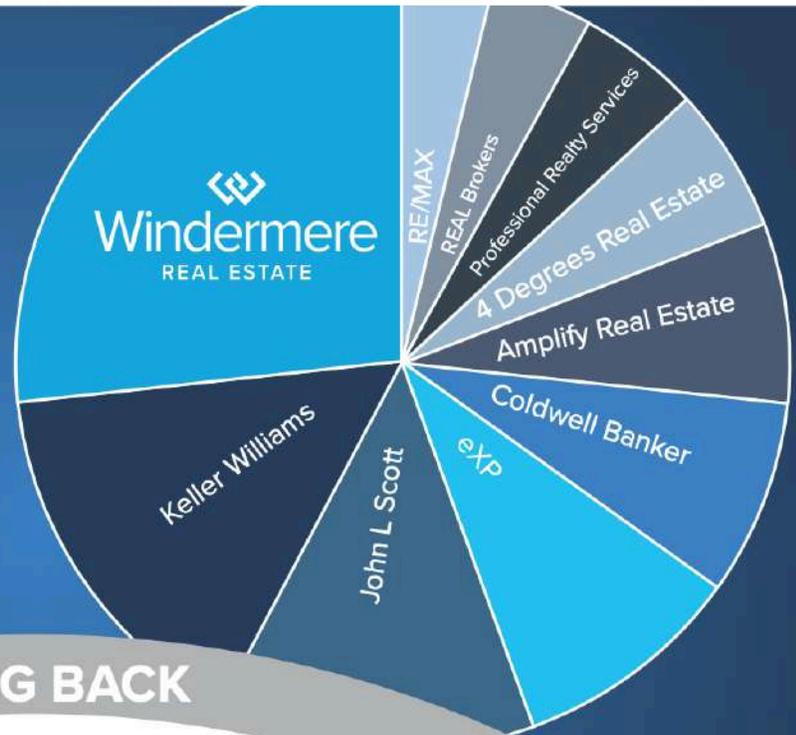


Windermere Sales and Giving Back

2024 Top Company in Sales

1. Windermere

2. Keller Williams
3. John L Scott
4. eXP
5. Coldwell Banker
6. Amplify Real Estate
7. 4 Degrees Real Estate
8. Professional Realty Services
9. REAL Brokers
10. RE/MAX



GIVING BACK

The Windermere Foundation has donated a portion of the proceeds from every home purchased or sold using a Windermere agent towards supporting low-income and homeless families in our communities.

Over \$44K Allocated for Spokane Local Causes Supported for 2024

Socks and Shoes
\$3,820



Boots and Gloves
\$5,143

WINDERMERE
Foundation

- The City Gate
- Corbin Senior Activity Center
- Thrive International
- Northeast Youth Center
- The Source Spokane
- Cheney Outreach Center
- Sleep in Heavenly Peace, Inc.
- Family Promise of Spokane
- Mission Community Outreach Center
- Boys & Girls Club Spokane

Windermere Network Funds provided in 2024

\$3,571,191

790
GRANTS FULFILLED

AVERAGE GRANT
\$3,500

583
ORGANIZATIONS SERVED

- Youth/Child Programs 29%
- Emergency Assistance 19%
- Fundraising Expenses 15%
- Food Support 12%
- Education/Counseling 7%
- School Assistance 5%
- Shelter 5%
- Administrative Expenses 5%
- Scholarships 3%



All sales reports published January 2025 based on data available at the end of December 2024.

All reports presented are based on data supplied by the Spokane MLS. Neither the Association nor its MLS guarantees or is in any way responsible for its accuracy. Data maintained by the Associations or their MLSs may not reflect all real estate activities in the market. Information deemed reliable but not guaranteed.

BEGINNING THE PROCESS



Organization is the key to finding the home you want while spending the least amount of time and energy.

- It's always best to find out how much house you can afford before you go house-hunting. I can refer you to a loan officer who can assist you with determining how much of a down payment you can afford, along with a monthly payment you can handle. (To help determine this, see "HOW MUCH HOME CAN YOU AFFORD?")
- Make a list of everything you want in a home. Is a master suite important? How many bathrooms? What about closet space? Do you need a yard for the kids and pets to play in? How about a fireplace or a bay window? Do you prefer a rambler or a multiple-story house? Are schools or access to public transportation important?
- Separate the essentials from the items you could do without and put them on the "A" list. Prioritize the rest of the items into a second and third list in order of importance. We'll then go over the lists so that I'm very clear on what you want and need in your home.
- Keep good notes as we look at homes. After a while, it becomes difficult to remember which features belong to which home. I can provide you with a side-by-side comparison of your favorite homes to help with your decision.
- When selecting a home, look beyond cosmetics. Make sure the home is in good physical condition and that you understand the cost of repairs. For more information on how to assess the home's condition, refer to "HOME INSPECTIONS".
- Look at additional homes, even if you love the first one you see. Many times, it takes looking at several homes before you find the one that is really right for you.
- Keep in contact, I'll check with you regularly, even if you haven't yet found the home that's right for you. Keeping in contact allows us to establish a good rapport, and helps me learn how to help you effectively. I'll continue to be on the lookout for homes that suit your needs.



HOW I HELP YOU BUY YOUR HOME



Helping you find and purchase a home is only one facet of my job. In addition, I will:

- Explain real estate principles, contracts and documents
- Refer you to a reputable lender that can help you assess your financial situation and pre-approve you for a loan
- Help you determine the types of homes and neighborhoods that most fit your needs
- Arrange tours of homes that meet your criteria
- Provide you with detailed information about homes you're interested in
- Determine the fair market value of homes you're interested in
- Assist you in writing and negotiating a mutually-accepted purchase and sale agreement
- Accompany you to the inspection
- Coordinate necessary steps after inspection
- Work with the escrow company to ensure all needed documents are in order and completed in a timely manner

By us working together you will:

- Be more likely to find the home that meets all your criteria
- Decrease the amount of time it takes to find your home
- Understand all the terms, processes and documents involved
- Have current market information to make informed decisions

FINANCING



How much house can you afford?

Determining how much you can afford before you begin your home search will save you valuable time. I can help you locate a reputable lender who will assist you in finding a financing package that will best meet your needs, but there are a few steps you should consider beforehand to make the process as smooth as possible:

CREDIT REPORT

It's important to check your credit report before you see your lender because:

1. Lenders check this to determine the amount of loan you qualify for
2. It allows you to correct any mistakes before the lender sees it
3. If there are any blemishes on your report that are not errors, you should be prepared to explain them to your lender

DOWN PAYMENT

Most lenders will give better financing terms to borrowers who can put a 20 percent down payment on the purchase. If you are unable to do so, you may be required to purchase Private Mortgage Insurance (PMI) and perhaps pay a higher interest rate.

PRE-APPROVAL

A letter of pre-approval from a lender shows that they have checked all your documentation and have qualified you for a loan. Getting pre-approved prior to starting your home search saves you time by:

1. Keeping you focused on viewing only the homes that are within your budget
2. Helping you obtain your financing more quickly when we find the house you want to buy



When Borrowing Money Thou Shalt Not ...

[Until after closing]



Change jobs, become self-employed, or quit your job



Buy a car, truck, motorcycle or van



Use credit cards excessively (more than normal)



Stop paying bills



Spend money you have set aside for closing



Omit debts or liabilities from your loan application



Buy furniture



Originate any inquiries into your credit (apply for new CCs, etc.)



Make large or cash deposits without checking with your loan officer



Change bank accounts



Co-sign a loan for anyone



Change marital status

**Each of these will jeopardize you receiving your mortgage. If unsure,
call your loan officer and ask before doing any of the above.**



Find Your Dream Home

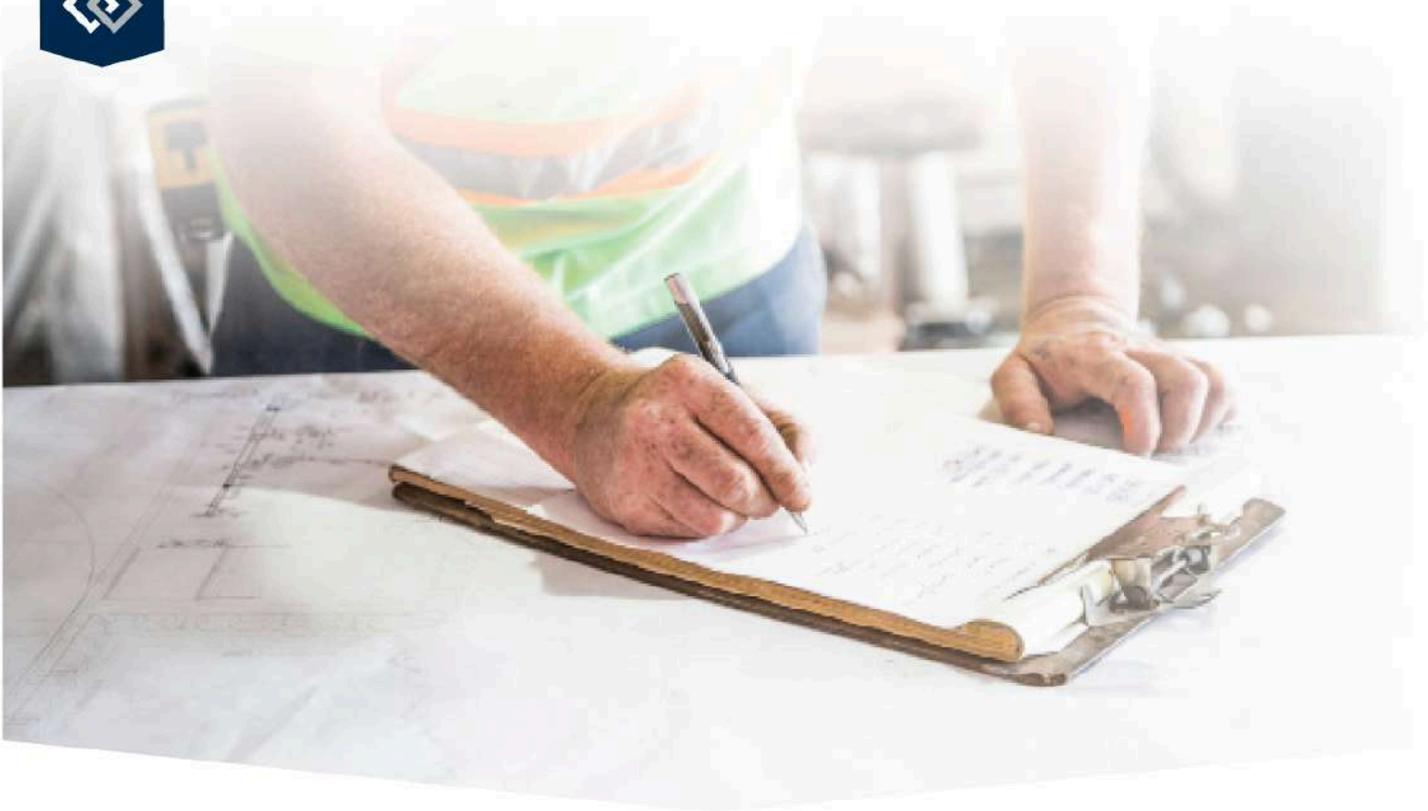


Once we find a home that meets your criteria, we will discuss our strategy for making a successful offer. This will depend on how competitive the market is in that neighborhood for that home/condo at that specific time.

I will do a market analysis to make sure you don't overpay.



Walking You Through Inspection



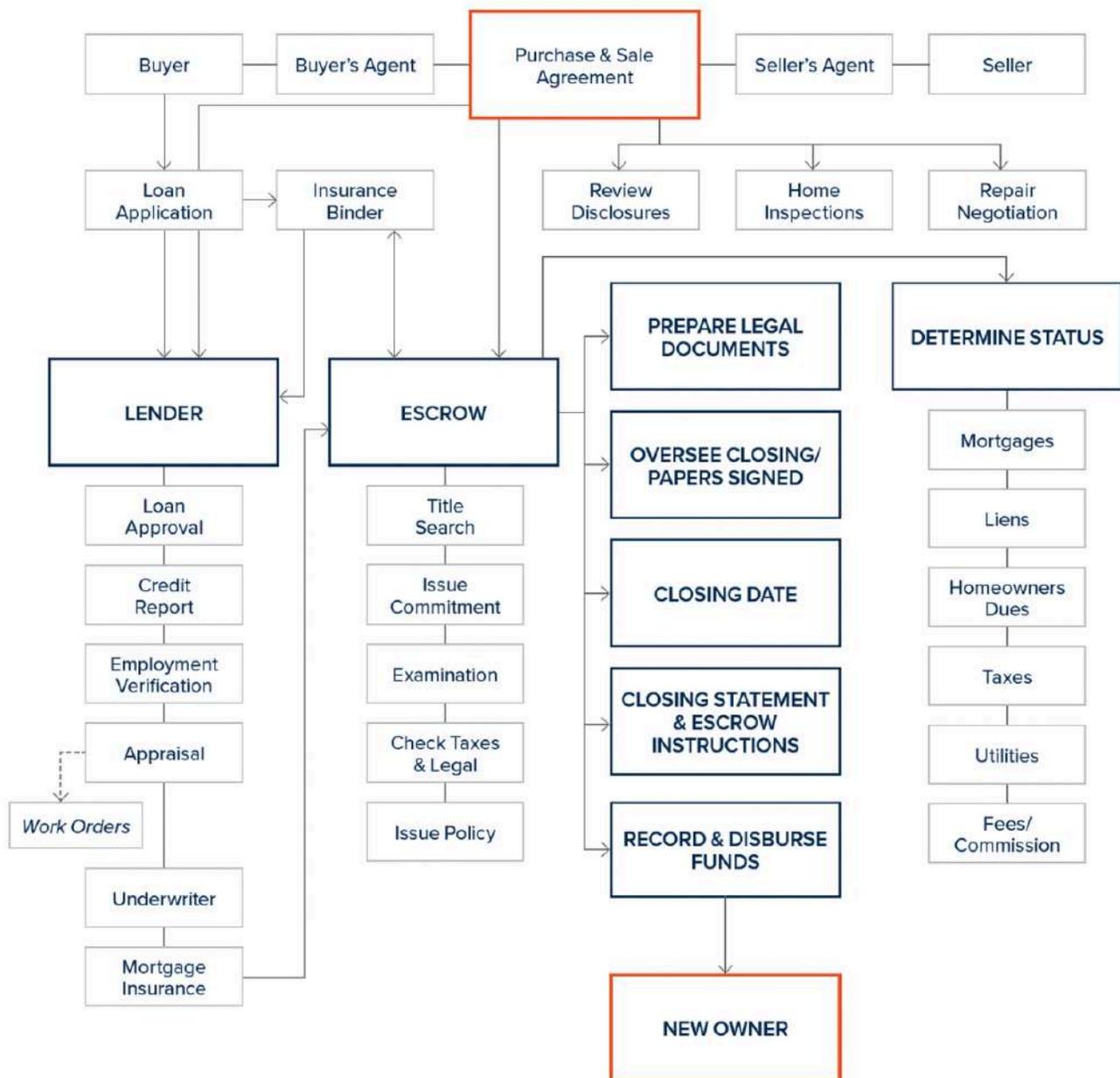
Home inspections are a critical part of the home buying process. Inspections take the mystery out of buying a home and may make it easier for you to imagine yourself living there. I will help you:

- Find both a reputable inspector, and home repair contractors if needed
- Review inspection options
- See that inspections are scheduled and carried out in a timely manner
- Prepare for when unknown problems are discovered
- Negotiate fair and appropriate solutions if necessary

A home inspection benefits all parties involved by providing insight into the condition of the home, thereby making you an informed buyer. An inspection also can create an atmosphere of good faith and transparency.



Coordinating the Closing



You get the keys

...but it doesn't end there

You will be signing your closing documents a couple of days prior to closing. On the day of closing, typically the documents are recorded at the county in the late afternoon and you will have access to your new home in the early evening.

I will keep in touch to find out how things are going, and I'm always happy to answer any questions you might have. I can also provide referrals (plumbers, electricians, etc.) and keep you updated on the market value of your home moving forward.

If you are happy with my service I would love to help your friends and family - I always have time for your referrals!





THE LIFE OF AN ESCROW



THE BUYER

1. Chooses a real estate agent.
2. Gets pre-approval letter from lender and provides to real estate agent.
3. Makes offer to purchase. Upon acceptance, opens escrow and deposits earnest money.
4. Finalizes loan application with lender. Receives a Loan Estimate from lender.
5. Completes and returns opening package from the title company.
6. Schedules inspections and evaluates findings. Reviews title commitment/preliminary report.
7. Provides all requested paperwork to lender (bank statements, tax returns, etc.) All invoices and final approvals should be to the lender no later than 10 days prior to loan consummation.
8. Lender (or escrow officer) prepares CD and delivers to buyer at least 3 days prior to loan consummation.
9. Escrow officer or real estate agent contacts the buyer to schedule signing appointment.
10. Buyer consummates loan, executes settlement documents, and deposits funds via wire transfer.
11. Documents are recorded and the keys are delivered!

THE SELLER

1. Chooses a real estate agent.
2. Accepts buyer's offer to purchase.
3. Completes and returns opening package from the title company, including information such as forwarding address, payoff, lender contact information and loan numbers.
4. Orders any work for inspections and / or repairs to be done as required by the purchase agreement.
5. Escrow officer or real estate agent contacts the seller to schedule signing appointment.
6. Documents are recorded and all proceeds from sale are received.

THE ESCROW OFFICER

1. Upon receipt of order and earnest money deposit, orders title examination.
2. Requests necessary information from buyer and seller via opening packages.
3. Reviews title commitment/preliminary report.
4. Upon receipt of opening packages, orders demands for payoffs. Contacts buyer or seller when additional information is required for the title commitment / preliminary report.
5. All demands, invoices, and fees must be collected and sent to lender at least 10 days prior to loan consummation.
6. Coordinates with lender on the preparation of the CD.
7. Reviews all documents, demands, instructions and prepares settlement statements and any other required documents.
8. Schedules signing appointment and informs buyer of funds due at settlement.
9. Once loan is consummated, sends funding package to lender for review.
10. Prepares recording instructions and submits docs for recording.
11. Documents are recorded and funds are disbursed. Issues final settlement statement.

THE LENDER

1. Accepts buyer's application and begins the qualification process. Provides buyer with loan estimate.
2. Orders and reviews title commitment/preliminary report, property appraisal, credit report, employment and funds verification.
3. Collects information such as title commitment / preliminary report, appraisal, credit report, employment and funds verification. Reviews and requests additional information for final loan approval.
4. Underwriting reviews loan package for approval.
5. Coordinates with escrow officer on the preparation of the CD, which is delivered to buyer at least 3 days prior to loan consummation.
6. Delivers loan documents to escrow.
7. Upon review of signed loan documents, authorizes loan funding.



FREQUENTLY ASKED QUESTIONS

WHAT IF I NEED TO SELL MY HOME BEFORE I BUY A NEW ONE?

To put yourself in the best negotiating position before you find the new home you want, hire a licensed, qualified real estate agent to help you put your existing home on the market. Once you write an offer on a new home, your offer will be “contingent” upon the sale of your home. A buyer in this position may not have the same negotiating power as one whose home has already sold, as the seller may be hesitant to accept your offer if there are too many things that must happen before the sale can close.

WHAT HAPPENS IF I OFFER LESS THAN THE ASKING PRICE?

If you offer below the asking price, the seller has three options: they can accept your offer, counter your offer, or reject it completely. Remember, there could be another buyer who is also interested in the home you’ve chosen. If someone else happens to write an offer at the same time you do, the seller will have two offers to compare. There are many aspects to every offer to consider, but generally the seller will accept the best and most complete offer. In hot markets there may be many buyers vying for the same house, which in some cases can drive the final sale price above the original listing price. As your agent, I will help you plan your strategy based on the specifics of the home you’ve chosen as well as data from the current market in our area.

DOES IT COST ME MONEY TO MAKE AN OFFER?

Once an offer is accepted, you will have two business days to provide the earnest money. These funds will be deposited with the closer and listed as a credit on your closing statement. Although contractually the earnest money is not due at the time of offer, a buyer still may write an earnest money check at the time of offer. This way an earnest money receipt can be presented with the offer as a sign of good faith.

WHERE DOES MY EARNEST MONEY GO?

Once the buyer and seller have a mutually accepted offer, the earnest money is deposited into a trust account. That deposit becomes a credit to the buyer toward the purchase of the home.

CAN I LOSE MY EARNEST MONEY?

Real estate contracts are a complicated legal transaction. Rarely does a buyer lose their earnest money, but it is critically important to adhere to the terms of the contract in order to protect your earnest money in the event you are unable to close the sale. If the terms are not strictly adhered to, the chances of forfeiting your earnest money greatly increase since the seller may have legal grounds to retain the earnest money. Having a knowledgeable and professional agent is important to help guide you through the purchase terms.

Moving Tips



The process of moving is long and complex. Being organized, knowing what needs to be done, and tackling tasks efficiently can make your move significantly less stressful. Here's a checklist to keep you on task and help make your move successful.

SIX TO EIGHT WEEKS BEFORE:

- Use up things that may be difficult to move, such as frozen food.
- Get estimates from professional movers or truck rental companies if you are moving yourself.
- Once you've selected a mover, discuss insurance, packing, loading and delivery, and the claims procedure.
- Sort through your possessions.
- Decide what you want to keep, what you want to sell and what you wish to donate to charity.
- Record serial numbers on electronic equipment, take photos (or video) of all your belongings and create an inventory list.
- Obtain a change of address packet from the post office and send to creditors, magazine subscription offices and catalog vendors.
- Discuss tax-deductible moving expenses with your accountant and begin keeping accurate records.

TWO TO FOUR WEEKS BEFORE:

- If you're moving to a new community, contact the Chamber of Commerce and school district and request information about services.
- Make reservations with airlines, hotels and car rental agencies, if needed.
- If you are moving yourself, use your inventory list to determine how many boxes you will need.
- Begin packing nonessential items.
- Arrange for storage, if needed.
- If you have items you don't want to pack and move, hold a yard sale.
- Get car license, registration and insurance in order.
- Transfer your bank accounts to new branch locations. Cancel any direct deposit or automatic payments from your accounts if changing banks.
- Make special arrangements to move pets, and consult your veterinarian about ways to make travel comfortable for them.
- Have your car checked and serviced for the trip.
- Collect items from safe-deposit box if changing banks.

TWO TO THREE DAYS PRIOR:

- Defrost your refrigerator and freezer.
- Have movers pack your belongings.
- Label each box with the contents and the room where you want it to be delivered.
- Arrange to have payment ready for the moving company.
- Change your utilities, including phone, internet and power, from your old address to your new address.
- Set aside legal documents and valuables that you do not want packed.
- Pack clothing and toiletries, along with extra clothes in case the moving company is delayed.
- Give your travel itinerary to a close friend or relative so they can reach you as needed.



Spokane Services Directory



CITY OFFICES

Spokane	625.6374
Sewer/Waste/Water	625.6000
Refuse	625.7878
Building Services	625.6100
Spokane Valley	921.1000
Airway Heights	244.5578
Cheney	498.9200
Deer Park	276.8802
Fairfield	283.2414
Latah	286.3471
Liberty Lake	755.6700
Medical Lake	565.5000
Millwood	924.0960
Rockford	291.4716
Spangle	245.3260

ELECTRIC UTILITIES / WATER

Avista Utilities	489.0500
Or.....	800.227.9187
Consolidated	924.3655
Inland Power & Light	747.7151
Liberty Lake	922.5443
Moab Irrigation District.....	226.0545
Modern Electric Water	928.4540
Stevens Cty Public Utils....	233.2534
Sunshine Disposal.....	924.5678
Vera Water & Power	924.3800
Waste Management.....	888.964.9751
Water District 1.....	926.6072
Water District 3.....	536.0121
Whitworth	466.0550

SCHOOL DISTRICT

Central Valley	228.5400
Cheney.....	559.4599
Deer Park.....	464.5500
District 81.....	354.5900
East Valley.....	924.1830
Liberty.....	624.4415
Mead.....	465.6008
Medical Lake.....	565.3100
Nine Mile.....	466.5512
Orchard Prairie.....	467.9517
Riverside.....	464.8201
West Valley.....	924.2150

SPOKANE COUNTY OFFICES

Appraisers	477.5783
Assessors	477.3698
Building Permit.....	477.3675
Dept of Licensing	477.2222
Treasurer/Taxes	477.4713
Utilities.....	477.3604

MISCELLANEOUS

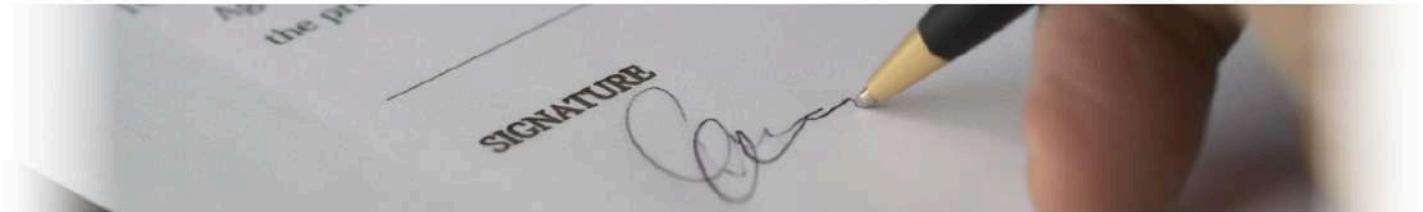
DirecTV	800.595.6043
Dish Network.....	877.505.5508
Postal Service.....	800.275.8777
Spokesman Review	459.5000
Xfinity.....	800.934.6489



GLOSSARY



ADJUSTABLE-RATE MORTGAGE (ARM)	interest rates on this type of mortgage are periodically adjusted up or down depending on a specified financial index
AMORTIZATION	a method of equalizing the monthly mortgage payments over the life of the loan, even though the proportion of principal to interest changes over time. In the early part of the loan, the principal repayment is very low, while the interest payment is very high. At the end of the loan, the relationship is reversed
ANNUAL PERCENTAGE RATE	the actual finance charge for a loan, including points and fees, in addition to the stated interest rate
APPRAISAL	an expert opinion of the value or worth of a property
ASSESSED VALUE	the value placed on a property by a municipality for purposes of levying taxes. It may differ widely from appraised or market value
BALLOON PAYMENT	a large principal payment due all at once at the end of some loan terms
CAP	a limit on how much the interest rate can change in an adjustable-rate mortgage
CERTIFICATE OF TITLE	a document, signed by a title examiner, stating that a seller has an insurable title to the property
CLOSING	the deed to a property is legally transferred from seller to buyer, and documents are recorded
CLOSING COSTS	see "settlement" or refer to "Settlement and Closing" in this guide
COMMISSION	a fee (usually a percentage of the total transaction) paid to an agent or broker for services performed
COMPARATIVE MARKET ANALYSIS (CMA)	a survey of the attributes and selling prices of comparable homes on the market or recently (CMA) sold; used to help determine a correct pricing strategy for a seller's property
CONTINGENCY	a condition in a contract that must be met for the contract to be binding
CONTRACT	a binding legal agreement between two or more parties that outlines the conditions for the exchange of value (for example: money exchanged for title to property)
DEED	a legal document that formally conveys ownership of a property from seller to buyer
DOWN PAYMENT	a percentage of the purchase price that the buyer must pay in cash and may not borrow from the lender
EARNEST MONEY	money placed with a holder by a prospective buyer of residential real property to show a good-faith intention to perform pursuant to an executed purchase and sale agreement. "Holder" means the party holding the earnest money pursuant to an executed purchase and sale agreement. In most cases the Closing Agent, who is a neutral third-party, is the holder of the earnest money.
EQUITY	the value of the property actually owned by the homeowner: purchase price, plus appreciation, plus improvements, less mortgages and liens
ESCROW	a fund or account held by a third-party custodian until conditions of a contract are met
FIXED-RATE MORTGAGE	interest rates on this type of mortgage remain the same over the life of the loan. Compare to "adjustable-rate mortgage"



FIXTURE	a recognizable entity (such as a kitchen cabinet, drape or light fixture) that is permanently attached to a property and belongs to the property when it is sold
HAZARD INSURANCE	compensates for property damage from specified hazards such as fire and wind
INTEREST	the cost of borrowing money, usually expressed as a percentage rate
LIEN	a security claim on a property until a debt is satisfied
LISTING CONTRACT	an agreement whereby an owner engages a real estate company for a specified period of time to sell a property, for which, upon the sale, the agent receives a commission
MARKET PRICE	the actual price at which a property sold
MARKET VALUE	the price that is established by present economic conditions, location and general trends
MORTGAGE	security claim by a lender against a property until the debt is paid
MULTIPLE LISTING SERVICE (MLS)	a system that provides to its members detailed information about properties for sale
ORIGINATION FEE	an application fee(s) for processing a proposed mortgage loan
PITI	principal, interest, taxes and insurance, forming the basis for monthly mortgage payments
POINT	one percent of the loan principal. It's charged in addition to interest and fees
PREPAYMENT PENALTY	a fee paid by a borrower who pays off the loan before it is due
PRINCIPAL	one of the parties to a contract; or the amount of money borrowed, for which interest is charged
PRORATE	divide or assess proportionately
PURCHASE & SALE AGREEMENT	a contract between buyer and seller that out lines the details of the property transfer; or refer to "Purchase and Sale Agreement" in this guide
SETTLEMENT	all financial transactions required to make the contract final. See "Settlement and Closing" in this guide.
TITLE	a document that indicates ownership of a specific property
TITLE SEARCH	detailed examination of the entire document history of a property title to make sure there are no legal encumbrances



IMPORTANT INFORMATION FOR HOMEBUYERS

Revisions to the Real Estate Agency Law

Effective January 1, 2024, the statute in Washington that governs real estate brokerage relationships (RCW 18.86) – otherwise known as the “Agency Law” – will be significantly revised. The revisions modernize the 25-year-old law, provide additional transparency and consumer protections, and acknowledge the importance of buyer representation.

Key Revisions

For years, real estate brokerage firms were only required to enter into written agreements with sellers, not buyers. Beginning on January 1, 2024, the Agency Law will require firms to enter into a written “brokerage services agreement” with any party the firm represents, both sellers and buyers. This change is to ensure that buyers (in addition to sellers) clearly understand the terms of the firm’s representation and compensation.

The services agreement with buyers must include:

- The term of the agreement (with a default term of 60 days and an option for a longer term);
- The name of the broker appointed to be the buyer’s agent;
- Whether the agency relationship is exclusive or non-exclusive;
- Whether the buyer consents to the individual broker representing both the buyer and the seller in the same transaction (referred to as “limited dual agency”);
- Whether the buyer consents to the broker’s designated broker/ managing broker’s limited dual agency;
- The amount the firm will be compensated and who will pay the compensation; and
- Any other agreements between the parties.

Additional Information

There are other changes to the law that provide additional consumer protections related to the duties that brokers owe to all parties in a transaction.



Revised Pamphlet

The pamphlet entitled [“Real Estate Brokerage in Washington”](#) provides an overview of the revised Agency Law.



Revised Agency Law

[Substitute Senate Bill 5191](#) sets forth the revised Agency Law in its entirety.



REAL ESTATE BROKERAGE IN WASHINGTON

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an "agent" and the seller/landlord and buyer/tenant is referred to as the "principal." For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. 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.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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