

## Washington Addendum to the Independent Contractor Agreement

Real Broker, LLC (Company) makes this addendum a part of the Independent Contractor's Agreement to set forth state specific policies and procedures for an agent affiliating with the Company in the State of Washington (Licensee). This addendum supersedes all previous Washington addendums. The Company reserves the right to modify, suspend, or discontinue any of the terms, policies, procedures and/or benefits described in this addendum with proper notice.

Company will designate a managing broker in the State of Washington who will supervise the real estate activities of agents within the State of Washington.

### **License and Education:**

Licensees are required to hold and maintain a valid Real Estate Broker license or Managing Broker license in good standing for as long as Licensee is under independent contractor agreement with Company. If there is any change in the license status such as expiration, revocation or suspension, Licensee may not engage in any real estate activity on behalf of Real Broker LLC. It is the Licensee's sole responsibility to comply with all applicable laws and education requirements of the State of Washington and stay up to date on his or her continuing education classes. A Licensee must renew their license every two (2) years. The first renewal is after your first year of being licensed and then every two subsequent years. A new background / fingerprint is required every six (6) years.

### **License Renewal After Year 1**

- At least 90 Clock hours, including:
  - 30-hour Advanced Practices Course
  - 30-hour Real Estate Law Course
  - 3-hour Current Issues in Washington Residential Real Estate Course
  - At least 27 hours other approved continuing education
- The hours must be started after the date of first licensure.

### **Subsequent Renewals**

- At least 30 Clock hours, including:
  - 3-hour current issues in Washington Residential Real Estate Course
  - At least 27 hours other approved continuing education
- At least 15 hours must be completed within 24 months of your renewal date
- You may also use up to 15 hours of unused continuing education completed within 48 months of your renewal date
- The hours must be started after the date of first licensure as a managing broker.

### **Managing Broker Active Renewals**

- At least 30 Clock hours, including:
  - 3-hour Current Issues in Washington Residential Real Estate Course
  - At least 27 hours other approved continuing education
- At least 15 hours must be completed within 24 months of your renewal date
- Up to 15 hours of unused continuing education may be used which were completed within 48 months of the renewal date.
- The hours must be started after the date of first licensure as a managing broker.

### **Timely Delivery of Transaction Documents**

Pursuant to WAC 308-124C-140(7) Licensees shall deliver transaction documents and brokerage service contracts to Managing Broker within two (2) business days of mutual acceptance.

### **Negotiating Agreements and Closing**

Licensee shall be responsible for coordination of negotiations of the agreement between seller and purchaser as follows:

- (1) Licensee shall furnish or cause to be furnished to each buyer and seller in every real estate transaction a complete detailed closing statement as it applies to either the buyer or the seller. A copy of the closing statement will be uploaded to Skyslope by the licensee so that Company may retain a copy of the transaction to comply with WAC 308-124D-205.
- (2) The closing statement retained by the Company shall show the date of closing, the total purchase price of the property, an itemization of all adjustments, money, or things of value received or paid showing to whom each item is credited and/or to whom each item is debited.
- (3) The net proceeds of sale on all real estate transactions are to be paid direct to the seller, unless otherwise provided by written agreement.

### **Duties of a Licensee**

The Licensee owes to all parties to whom the Licensee renders real estate services the following duties:

- (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) As a matter of Company policy, Licensee shall not receive any funds from any party, which would include but not limited to earnest money and deposits on leases.

- (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 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 broker, whether the broker 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."
- (h) Licensee should comply with the duties of a seller's agent and the duties of a buyer's agent enumerated in RCW 18.86.040 and 18.86.050

### **Dual Agent - Duties**

- (1) A licensee may act as a dual agent **ONLY with written consent of both parties** to the transaction after the dual agent has complied with RCW 18.86.030(1)(f), (provide a pamphlet on the law of real estate agency) 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:
  - (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) Pursuant to 18.86.60(1)(e)(f) To make a good faith and continuous effort to find a buyer for the property for the buyer; and
  - (f) Pursuant to 18.86.60(1)(e)(f) To make a good faith and continuous effort to find a property for the buyer.

(Licensee should be familiar with all of the duties enumerated in RCW 18.86.60.)

### **Pamphlet on the law of real estate agency**

Licensee will comply with RCW 18.86.30(f) in providing all parties the Pamphlet on the law of real estate agency. Licensee should be familiar with RCW 18.86.120 as it provides a detailed definition of this pamphlet.

## **Advertising**

Pursuant to WAC 308-123B-210 a firm must operate under their firm name or an assumed name as licensed. A Licensee must:

- (a) Include the Company name for **all** advertising or solicitations for brokerage services, to include internet-based advertising, web pages, email, newspaper, and other visual media;
- (b) Include the Company name in a clear and conspicuous manner.
- (c) Not use a name, title, or brand which suggests the Licensee is providing brokerage services separate and apart from the Company; such as "Inc.," "LLC," "LLP," "Corp.," "firm," or "company".
- (d) Not use a name, title or brand commonly understood to reference a firm or office, such as "realty," "realtors," "firm," or "real estate."