Guide to Selling Your Home

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I can't thank Mark enough for being there every step of the way, and making my sale as straightforward and successful as possible."

- Rocco DeVito, Seattle

Meet Mark

Mark Chavez Broker / Realtor® MarkChavezHomes.com



Bilingual with Spanish

SELLER VALUE PROPOSITION

- Needs Analysis Help clarify the motivating reasons to sell, set priorities and determine the time table
- 2. Pricing Strategy Determine the best selling strategy given current market conditions and provide a Net Proceeds sheet
- **3. Property Preparation –** Advise on repairs and improvements and provide staging strategies
- **4.** Marketing Strategy Develop a marketing plan and time table
- **5.** Receive an Offer Help evaluate offer(s) to determine which one best suits your needs
- Negotiate to Sell Negotiate your counter offer and advise on final terms and conditions
- 7. Sell Prepare post contract work list, advise on repairs and vendor services that may arise from a buyer's home inspection and prepare an Appraiser property valuation packet justifying the sale price.
- **8. Pre-Close Preparation –** Coordinate with all parties, supervise document preparation and provide pre-closing consulting
- Closing Review closing documents, resolve last minute items and complete transaction
- Post-Closing Assist with transaction postclosing issues

For me, real estate is about relationships, not transactions. Whether you're selling your first home or your third, I will take the time to connect with you so I understand both your needs and goals. My goal is to ensure your transaction goes as smooth as possible, exceed your expectations and help you move forward successfully in life.

When you hire me to list your home, you'll find me to be committed to the art and science of my craft. I'll prepare your home's space so they're presented to buyers in their best light and marketed with attractive visuals and compelling storytelling. I'll communicate real-time market trends that empower you to make educated decisions that elevate the success of your home sale. These include considerations of timing, pricing and how we can best position your home to outshine the competition.

When listing your home, I proudly leverage the people and resources of my network and Windermere to get your listing in front of scores of brokers representing qualified buyers and self-guided buyers through social media marketing.

66

Mark and Joanna are a great team. We would use them again. " PRYCE & CARLY



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- Rocco DeVito, Seattle

What my Clients Are Saying

If you are selling your home, we highly recommend Mark Chavez of Windemere as a selling agent. He and his assistant Joanna provide a range professional and effective services that make the process as stress free as possible. He communicates and he doesn't sugar-coat the possible problems that can occur. This allowed us to make good decisions about when to sell and about setting a reasonable sale price. On his advice we vacated the home, had a pre-selling inspection, and used the staging service he recommended. As a result our home received multiple offers and then sold and closed quickly for 14% over asking price. Mark and Joanna are a great team. We would use them again.

~ Bryce and Carly

Mark helped me sell my condo, and I couldn't be happier with the results! He knew about my complex, had researched the area and other units for sale, and devised a plan to get the most out of my first home. With his expert advice we got the place ready and staged with minimal trouble. When it was time to list, it sold incredibly fast and for well beyond my expectations!! I can't thank Mark enough for being there every step of the way, and making my sale as straightforward and successful as possible. I would recommend him to anyone looking to sell their home!

~ Rocco DeVito

Mark helped sell our parents' home. He had the house under contract in 3 days. He made the selling part very easy and was more like a friend. I would recommend him 110%.

~ Jill Quander

I was in a situation that I had to pack, clean, move and put a house on the market IN 2 WEEKS. I don't want this to happen to anyone. Mark came to the rescue and helped me out. He was very professional and knowledgeable. I'm glad I went with him and got the job done.

~ Maurice Harnsberry

We recently sold our home in Seattle and Mark Chavez was key to helping keep the stress level down during a difficult time for our family. We are working parents and this was our first out-of-state move. Our home sold within a week at listing price, which was higher than we thought it would go for. So we were very happy! Mark guided us through prepping our home for sale, how to list and accepting an offer. He helped us make decisions on which repairs to make and when it was time to let it go. We were able to move across the states while Mark managed cleaning, staging, yard maintenance and even help with neighbor requests. Mark was patient with our requests from afar and his judgement calls paid off for us! We would recommend Mark to our family and friends in the Seattle area.

~ Erica Williams





Selling Your Home

Your home may be your single biggest investment; selling it is one of the largest financial transactions you'll ever make. So when you sell, you want to get the best price and the most favorable terms in the shortest amount of time. There are many decisions to make and strategies to consider in order to maximize your return with a successful sale. I will guide you through these before we list your home; then I'll manage every aspect of the transaction, from the first open house to the final closing.

AS YOUR LISTING TEAM:

I'll communicate what buyers are looking for and the conditions that will encourage them to buy.

I'll analyze the market and help you set the right price.

I'll provide detailed information about your home to the thousands of Northwest Multiple Listing Service member agents actively assisting buyers.

I'll also target a more specific cohort of agents representing the most likely buyers for your home.

I'll capture buyers' attention and captivate imaginations through elegant visuals and thoughtful storytelling, in both digital and print media.

I'll make sure your home is visible to the large number of people who relocate to our region from across the country and around the world.

I'll quickly separate the qualified buyers from the rest of the pack, saving you time and potential heartache.

Listing Timeline

I'll work hard to match the time and effort it takes to prepare your home for market with the current pace of buyer activity so you can achieve the best results from your sale. Below is a sample listing timeline which may vary for your property based on a number of factors.

PRE-LISTING PREP

O4 WEEKS TO LIST

Listing agreement signed

Pre-inspection conducted

Staging walk-through held with designer

Paint or repair jobs begun

WEEKS TO LIST

House cleaning / decluttering started

Landscaping finessed and windows cleaned

Furniture removed (as needed)

02 WEEKS TO LIST

Staging installation begun (as needed)

Photo shoot conducted

Video + 3D shoot conducted (as needed)

01 WEEK TO LIST

Marketing collateral designed (flyers and/or brochures, email blasts, website)

LISTED

WEEK 1, DAY OF

Property listing published on Northwest Multiple Listing Service

Listing posted to Zillow, Redfin, Windermere.com, Realtor.com, etc.

Property website launched

Just Listed email blast sent

Listing posted to social media

Digital and/or print advertising published

Broker's open house and/or public open house hosted

Private showings begun

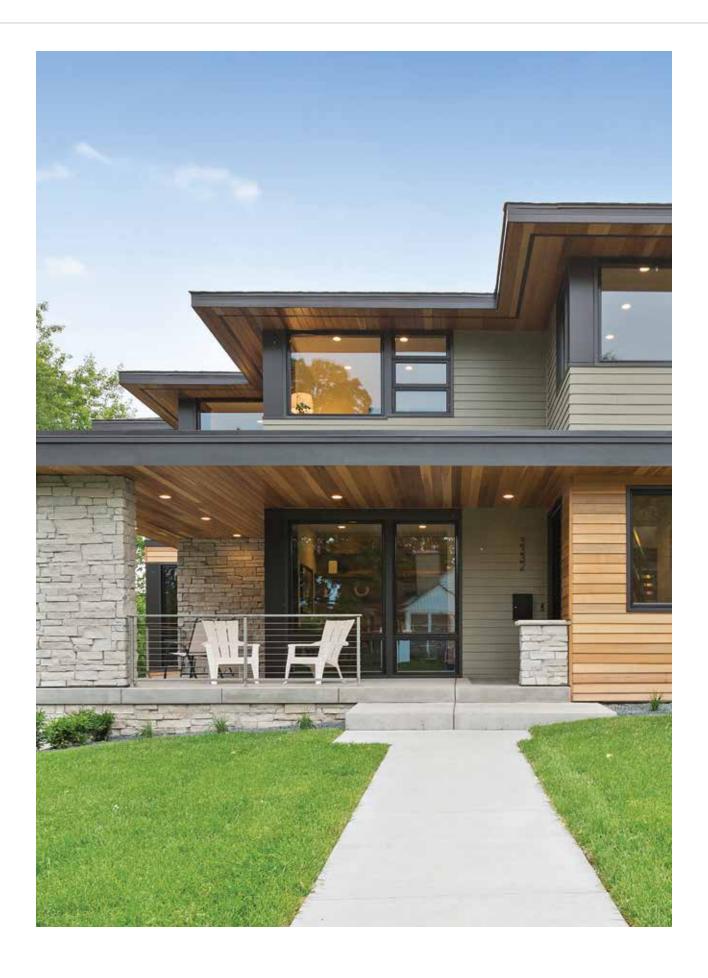
WEEK 2

Buyer pre-inspections finished

Offers received

Offers reviewed

Contractual negotiations started



Intelligent Pricing + Strategy

I WILL HELP YOU DETERMINE THE PRICE AND STRATEGY THAT WILL ACHIEVE THE HIGHEST RETURN, BASED ON YOUR PERSONAL GOALS FOR YOUR SALE.



MARKET ANALYSIS AND PRICING STRATEGY

Before listing your property, I'll provide you with the latest sales data for your area and a review of the current competitive landscape. My in-depth market analysis will help determine a recommended price range for your listing. Our pricing strategy will depend on the actual market conditions at the time your property is listed.

Ultimately, the listing price is up to you, but I will walk you through the pros and cons of different approaches so you remain in control of your sale and are best positioned for success.

HOW TO PRICE AND POSITION YOUR PROPERTY FOR MAXIMUM RETURN

- Review active inventory / competing listings
- Analyze comparable properties that were recently sold
- Assess your home's condition and features compared to those of similar properties
- Determine price based on your home's real-time competitive position in the market

WHAT MAY INFLUENCE PRICE PERCEPTION AMONG BUYERS

- · Assessed tax value
- Published appraisal
- Homebot estimate
- Other AVM (automated valuation model)



Preparing Your Home for Sale

REPAIR AND CLEANING CHECKLIST

For your home to make the best impression on buyers and fetch the highest possible price, I recommend making some basic repairs before we list it. I'll give you a tailored checklist once I've visited your property, but here are some things you may want to consider.

If you need professionals to help you complete some of these prep items, I have an extensive concierge list with vetted and trusted contractors and I can recommend.

EXTERIOR:

Remove peeling and chipped paint; replace with a fresh coat.

Fix loose trim and fencing.

Clear gutters and downspouts.

Make sure there is good exterior lighting and all walkway lights and front-door lanterns work.

Clean and repair the roof as needed.

Clear garage of clutter and tidy shelves.

Inspect chimney for cracks and damage.

YARD:

Mow and trim grass; re-seed and fertilize where necessary.

Prune all overgrown trees and shrubs.

Weed flower beds; remove or replace dead or diseased plants, shrubs and trees.

Clean grease and oil stains from driveway.

DECKS/PATIOS:

Paint or stain worn areas on wood decks.

Remove grass growing in concrete cracks; sweep off debris from shrubs and trees.

Clean all deck rails and make sure they're secure; replace missing slats or posts.

Clean outdoor furniture.

FRONT DOOR:

Polish or replace the door hardware so it shines.

Add a fresh coat of paint to get rid of nicks.

If there is one, remove the storm or screen door.

Make sure the doorbell operates properly and there are no squeaks when the door opens and closes.

WINDOWS:

Clean all windows inside and out.

If needed, add a fresh coat of paint to the window trims and sills.

Make sure all windows open and close easily.

Replace cracked windowpanes and those with broken seals.

Make sure window screens are clean and secure; replace any screens with holes or tears.

ENTRY:

Clean entryway floors and area rugs.

Downsize clutter in the entry and entry closet to give the appearance of spaciousness.

Double-check entry lighting to make sure it works.

THROUGHOUT:

Clean all floors, carpets, walls and trim.

Replace burned-out light bulbs.

Empty trash.

Remove family photos, valuables, and prescriptions.

KITCHEN:

Make sure countertops, grout, and sinks are clean and stain-free; replace grout as needed.

Fix dripping faucets.

Organize pantry and cupboards so they appear clean, neat and spacious.

Clean the refrigerator and remove odors.

Clean the oven and cook-top thoroughly.

Set the table.

LIVING/FAMILY/DINING ROOMS:

Give rooms a fresh coat of paint as needed.

Repair cracks and holes in ceiling and walls.

Make sure all wallpaper is secure.

Repaint any woodwork that is worn or chipped.

Clean or replace draperies and blinds; open them to maximize light.

Make sure draperies and blinds open and close.

Steam-clean carpets, rugs and wood flooring, removing any stains or odors.

Remove and replace any items, such as pendant lights or draperies, that you wish to take with you.

Put away toys and hobby supplies.

BEDROOMS:

Repair cracks in ceiling and walls.

Apply a fresh coat of paint if necessary.

Make sure wallpaper is secure.

Clean draperies and blinds; open to maximize light.

Put away toys, clothes, and clutter.

Neatly make up the beds.

BASEMENT:

Check for water penetration or dampness; call for professional repairs if necessary.

Get rid of musty odors.

Clean furnace, hot water heater, and drains.

Make sure light fixtures work.

Arrange storage area in a neat and organized manner.

Make sure stairway handrail is secure.

TIDY EXTRAS:

Use air fresheners or bake treats to make the house smell good.

Plant flowers to brighten a walkway and enrich the entry.

Remove any indoor houseplants that are brown or losing their leaves.

Remove cars, campers and boats from the property.

Remove extra magazines and books from tables.

Tidy and declutter all closets.

Hide or retire worn-out throw pillows.

Store any pet supplies.



INVEST TO IMPRESS

There's no second chance for the perfect first impression

MAKE SURE YOU'RE WINDERMERE READY

At Windermere, we believe in the power of first impressions. We've created the Windermere Ready program to help you prepare your home so it stands out from the competition.

After visiting your property, I'll provide a customized list of high-impact updates that will keep your home on trend with the things buyers are looking for while getting you the best possible return on investment. From simple de-cluttering to necessary renovations, we'll make your property one that buyers can't pass up.

Windermere Ready can provide up to \$100,000 to help mitigate any expenses incurred during the preparation stage, with no upfront cost to you.

Getting your home "Windermere Ready" will increase its market value and make it more attractive to buyers, maximizing your selling success. 100%

RETURN ON INVESTMENT FOR REFINISHING ORIGINAL HARDWOOD FLOORS

4X

THE POTENTIAL RETURN ON EVERY \$100 INVESTED IN STAGING YOUR HOME

97%

OF REALTORS BELIEVE CURB APPEAL IS IMPORTANT TO POTENTIAL BUYERS





BEFORE AFTER





BEFORE AFTER





BEFORE AFTER



Staging Your Home

STAGE TO STAND OUT

Most homebuyers today are part of the HGTV generation: they prefer professionally curated interior spaces with a modern, minimalist style that "opens up" the rooms of a house or condo. While some home sellers have décor that matches these expectations, the majority of sellers possess a signature style and unique furnishings that make their home distinctly theirs. The role of staging is to present a clear canvas that's less personalized and therefore lets buyers more easily imagine themselves living in the particular space.

- **Eight seconds.** That's all it takes for most buyers to form an impression of your home. It's not a long time, so you need to make it count.
- You'll make more money. U.S. Housing and Urban Development reports that a staged home will sell for 17% more on average than a home that's not staged
- Photos. According to NAR*, over 90% of buyers first search for homes online before deciding to visit. The photos of staged homes will stand out among the rest.

Marketing Your Home





PHOTOGRAPHY

If home buyers aren't sold on the images they see online, chances are they will move on. And conversely, rich visual storytelling will help a listing stand out, leading to increased buyer curiosity and traffic. That's why I'm committed to hiring one of our region's top architectural photographers to help set the scene when your property is listed. When appropriate we'll also shoot aerial photos via drone; these added visuals will literally elevate your home above the competition.

VIDEO

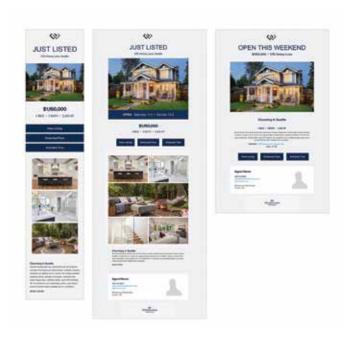
To further tell the story of your home's unique features and lifestyle, I may opt to have a video produced for the property website or to post on social media. Creating a video walk-through of your home allows buyers to experience it as if they were there in person.

3D TOURS AND MATTERPORT

In addition to capturing exquisite photos of your property, I may also post a 3D tour online. This is another way to provide a compelling visual experience that motivates buyers to put your home at the top of their list. Through tools like Matterport, we can provide a floorplan and a self-guided tour that help buyers visualize how your home's layout and interior spaces will complement their lifestyle.

PROPERTY WEBSITE

I may also create a custom property website that showcases your home more than a typical MLS listing would. Through this unique site, visitors will have a chance to see photos of your property, read about its features and amenities, and even get a sense for the neighborhood and local attractions.



EMAIL

I will utilize my own curated email database of active buyers, previous clients and fellow brokers to send "Just Listed" announcements to generate buzz about your property. I can then send follow-up email campaigns to keep them informed of open houses, broker's opens and other updates pertaining to your listing.



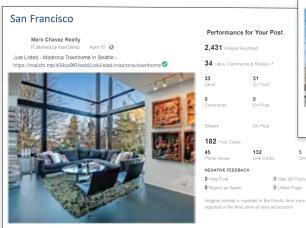


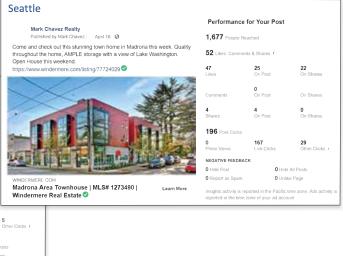
SOCIAL MEDIA

I can also promote your listing on my own social media. From an enthusiastic "Just Listed" post to a video walk-through of the property, audiences can experience the unique attributes of your home and share them with their friends, too.

FACEBOOK TARKET MARKETING

I'll be using target social media marketing when available and appropriate.





PRINT MATERIALS

Once we've captured great photos of your property, I can create high-end print marketing materials that inspire prospective buyers. These may include brochures, trifolds, informational one-sheets or inhome signage. I may also send Just Listed postcards to neighbors and targeted qualified buyers.









ADVERTISING

I have access to myriad advertising vehicles – digital, social and print – that I can deploy in promoting your listing to the market. I will choose the right message and medium to target the most likely (and most qualified) buyers for your home.

Luxury Marketing



GOING ABOVE AND BEYOND FOR LUXURY PROPERTIES



When listing your home, I may leverage Windermere's Premier Properties™ program and its many luxury marketing benefits. Under the Premier Properties brand, high-end listings are promoted to luxury buyers using distinctive marketing materials and media. I also enthusiastically promote my luxury listings to Windermere's extensive network of luxury brokers, who represent hundreds of buyers seeking our region's finest properties.



Windermere's W Collection is an elevated property marketing program, tailored to the needs of affluent clients in the ultra-luxury market. If I list your home under the W Collection brand, I'll promote it on the brand's website, using distinctive signage, and via exclusive advertising opportunities and marketing collateral. These will elegantly showcase your home and its most distinctive features to lifestyle-motivated luxury buyers.

WbyWindermere.com

Marketing your home to the world



REACHING LUXURY BUYERS AROUND THE CORNER AND ACROSS THE GLOBE



Windermere and I belong to Luxury Portfolio International® (LPI), a worldwide network of luxury brokers. Through LPI, I can promote my luxury listings to a global audience of affluent buyers. Each year, LPI markets more than 50,000 of the world's most remarkable homes and attracts over three million high-net-worth visitors. Luxury Portfolio's global reach is evident in its extensive collection of homes, with an average price above \$2.6 million and an inventory valued at over \$58 billion. Through Windermere's affiliation with LPI, I'm able to promote my local luxury listings to a sought-after worldwide network of buyers and agents.

THE WALL STREET JOURNAL.

MANSION GLOBAL

仆居乐 waijule.com



Windermere's luxury listings are promoted to international buyers on websites such as LuxuryPortfolio.com, WallStreetJournal.com, MansionGlobal.com, Juwai.com and Waijule.com. Through these sites your property will be marketed to high-net-worth home buyers around the world.

Showing Your Home

Once your home is ready to show, I'll begin marketing it to potential buyers and other real estate brokers. If possible, you'll need to leave the home when buyers are present so they feel comfortable asking their agent candid questions.

TIPS FOR A SUCCESSFUL PROPERTY TOUR:

Remove pets. Take them with you or keep them penned in the yard or garage.

Open shades and curtains to let in light.

Turn on enough lights so the home is well-lit.

Remove clutter from tables and bookshelves. Neatness makes rooms seem larger.

Put away items in the yard such as garden tools, bicycles and toys.

Turn on gas fireplaces to create a cozy atmosphere.

Grind up part of a lemon in the disposal to add a fresh smell to the kitchen.

Keep radios and TVs off, or on low volume.

Keep money and other valuables, as well as prescription medications, locked up.





Purchase and Sale Agreement

Once we've found a buyer for your home, I'll guide you through the purchase and sale agreement. This is the contract in which you and the buyer outline the details of your property transfer.

THE PURCHASE AND SALE AGREEMENT USUALLY CONSISTS OF THE FOLLOWING:

Earnest money receipt

Financing addendum

Inspection addendum

Conditions/disclosure addendum

Contingency addendum, when appropriate

Addendum outlining special conditions

Lead-based paint notification, when appropriate

THE FOLLOWING FORMS WILL ALSO BE INCLUDED WITH YOUR AGREEMENT:

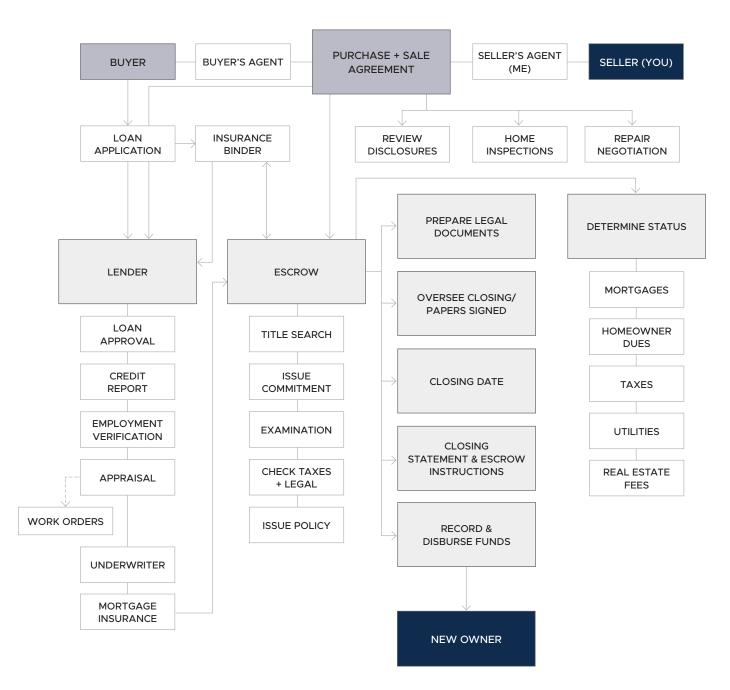
Agency disclosure form

Property disclosure form



The Path to Closing

Once you accept an offer, you'll formally begin the process of closing. This period typically takes several weeks, and entails the opening of escrow for the sale, performing inspections and transferring the title and deed of the house to the buyer. It's a complicated process with many moving parts, but I will help manage the details and advocate for your interests.



Selling a home can be an emotional journey.

I want you to arrive happy.



All in, for you.

Home Inspection

Once a buyer has decided to make an offer on your home, it may be contigent upon a professional inspection of the entire property — including improvements. The home inspector looks beyond the cosmetics to make sure that the home's general systems operate properly. The inspector will also look for large repairs that are needed and report on the condition of the home.

The standard home inspector's report will review the conditions of the home's heating and cooling systems; interior plumbing and electrical systems; the roof, attic and visible insulation; walls, ceilings, floors, windows and doors; foundation, basement and visible structures. The inspector will also look for cracks in cement walls, water stains that indicate leakage, and any indication of wood rot.

A home inspection also points out the positive aspects of a home, as well as the maintenance that will be necessary to keep it in good shape.

As the seller, you can also elect to hire an inspector to evaluate your home prior to putting it on the market. Many times an inspector can point out major or minor issues with your home that you may be unaware of and that may affect its value.

I work with the best home inspection services and will be happy to give you a list of names from which to choose.

Remember, no home is perfect. If problems are discovered during the inspection, I'll help you negotiate through the process while protecting your interests.



Settlement & Closing

Before mutual acceptance, a closing date is agreed upon by you and the buyer. "Closing" is when you each sign all the paperwork and pay your share of the settlement fees, and the documents are recorded. Settlement obligations vary widely due to specific contract language, local laws and customs. Prior to the closing date, the escrow officer will complete a detailed settlement statement identifying all the expenses associated with selling your home.

THE BUYER PAYS FOR:

Down payment on the home

Buyer's escrow fee (according to the contract)

Lender's extended title insurance premium (ALTA)

Document preparation (if applicable)

Prorated property taxes (from date of acquisition)

Prorated homeowner's association dues (from date of acquisition)

Recording fees for all documents in buyer's name

Notary fees, if applicable

Homeowners' hazard insurance premium for first year

Inspection fees (according to contract)

Loan fees as agreed with lender

Interim interest on new loan, prorated from date of funding to first payment date

THE SELLER PAYS FOR:

Seller's escrow fee (according to contract)

Work orders, if required by lender, or agreed between parties (according to contract)

Owner's title insurance premium

Real estate service fees (according to contract)

Payoff of all encumbrances (loans) in seller's name

Prorated property taxes (prior to date of sale)

Interest accrued by lender that is being paid

Prepayment penalties

Any judgments, tax liens, assessments or encumbrances placed against property title

Any unpaid homeowner's association dues

Loan fees that are required by the lender, based on loan types such as FHA or VA (according to contract)

Recording charges to clear all documents of record against the seller

Excise tax, if applicable, determined by county and based on sale price

THE SELLER RECEIVES:

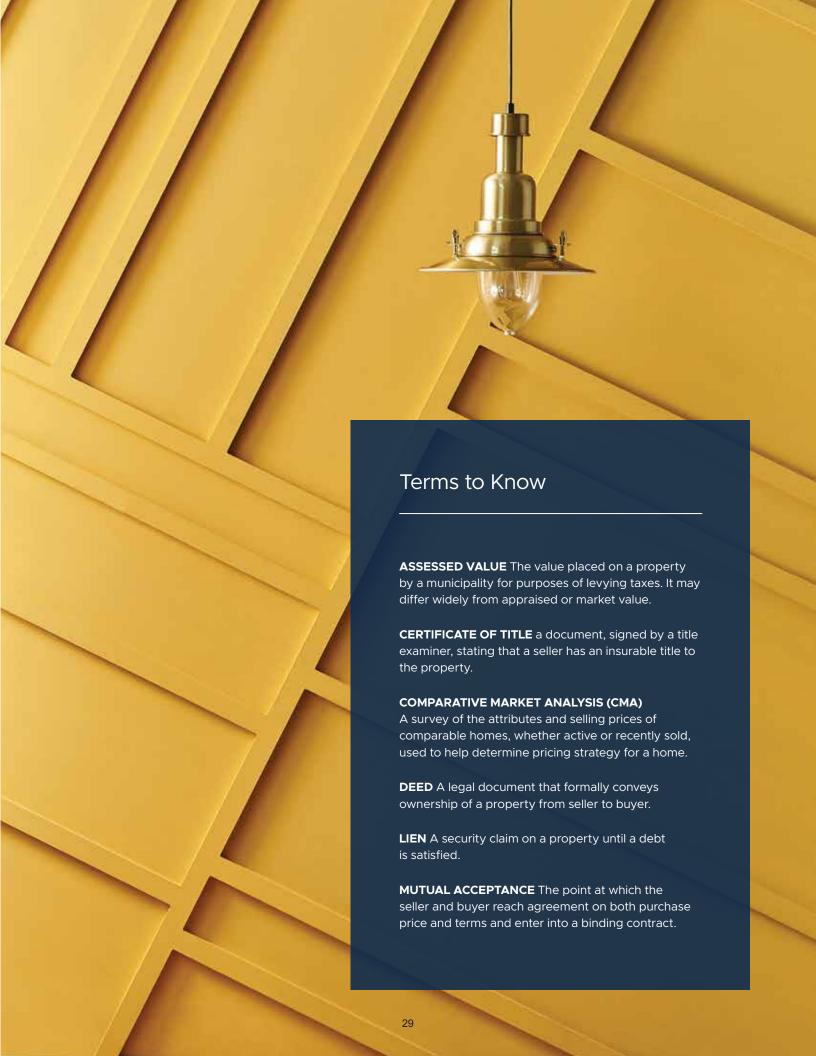
Utility deposits held by gas, electric, cable, telephone and other companies

Prorated portion of pre-paid property taxes

Prorated mortgage interest from payments made during the current month

Fuel rebate for oil or propane remaining in storage tank

Net proceeds after seller's share of expenses are paid



Moving Tips

6-8 WEEKS BEFORE MOVING

Use up things that may be difficult to move, such as frozen food.

Get estimates from professional movers or from 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.

Change your utilities, including phone, power and water, from your old address to your new address.

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.

2-4 WEEKS BEFORE MOVING

If you're moving to a new community with schoolage children, contact the school district and request information about enrollment.

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 au tomatic payments from your accounts if changing banks.

Make special arrangements to move pets, and consult your veterinarian about ways to make travel confortable for them.

Have your car checked and serviced for a trip of any length.

Collect items from safe-deposit box if changing banks.

2–3 DAYS BEFORE MOVING

Clean out 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 payment for the moving company.

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.

Moving Essentials

Furniture pads

Hand truck or dolly

Packing tape

Bubble wrap

Newspaper or packing paper

Scissors

Utility knife

Labels

Felt-tip markers

Cornstarch packing peanuts

Plenty of boxes

MOVING DAY: OLD HOME

Pick up the truck as early as possible if you are moving yourself.

Make a list of every item and box loaded on the truck.

Let the mover know how to reach you.

MOVING DAY: NEW HOME

Be on hand at the new home to answer questions and give instructions to the movers.

Check off boxes and items as they come off the truck.

Install new locks.

Confirm that the utilities have been turned on and are ready for use.

Unpack children's toys and find a safe place for them to play.

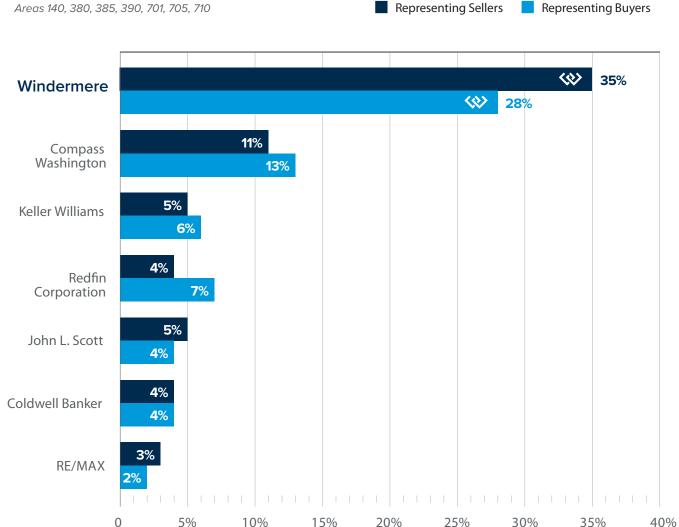
Examine your goods for damage.



Market Share by Volume

SEATTLE 2024

Areas 140, 380, 385, 390, 701, 705, 710



Data reflects all new and resale single-family residences and condominiums sold in 2024 via NWMLS.

MSG-SEAV-0225 Graphs created by Windermere using NWMLS data for areas 140, 380, 385, 390, 701, 705, 710. Information was not verified or published by NWMLS. Companies not shown represented less than 2% of buyers and sellers.







As part of the *Puget Sound Business Journal's Book of Lists*, this highly-respected business publication publishes an annual "Residential Real Estate Firms" list that ranks the region's top real estate firms. The "Residential Real Estate Firms" rankings are based on residential sales volume in the Puget Sound area, with Windermere reporting more than double the sales volume of its closest competitor.

Residential Real Estate Firms

The largest in the Puget Sound area. Ranked by residential sales volume for 2023.

1	Windermere Real Estate Seattle, WA windermere.com 2023 Residential Sales Volume Local Brokers	\$18.26 billion 2,496
2	Keller Williams Northwest Region Spokane, WA kwnwr.com† 2023 Residential Sales Volume Local Brokers	\$8.81 billion 2,717
3	John L. Scott Real Estate Bellevue, WA johnlscott.com 2023 Residential Sales Volume Local Brokers	\$7.37 billion 1,449
4	Compass Seattle, WA compass.com/seattle 2023 Residential Sales Volume Local Brokers	\$5.66 billion 1,098
5	RE/MAX, LLC Denver, CO remax.com [†] 2023 Residential Sales Volume Local Brokers	\$3.91 billion 652

*As published on May 17, 2024 in the Puget Sound Business Journal.

†Puget Sound sales are reported for companies not headquartered in Puget Sound.







YOUR HOME SALE FURTHERS THE IMPORTANT WORK OF THE WINDERMERE FOUNDATION

When your property sale closes, I'll donate a portion of my commission to the Windermere Foundation, which is committed to making our communities a better place to live for our most disadvantaged neighbors. Housing is our business, so helping homeless and low-income families – with an emphasis on helping children – has been our way of giving back. Over the years the foundation has donated tens of millions of dollars to cover families' housing costs, help stave off evictions, and fund backpacks full of food so school kids don't go hungry on weekends.

For more than 50 years, Windermere has been our region's most recognized real estate brand and a respected philanthropic leader. We remain deeply rooted in our local neighborhoods and committed to keeping the region a place where everyone can have a home.

FUNDS PROVIDED IN 2024

\$3,571,191

FUNDS PROVIDED IN 2024

50+

YEARS

\$53M+

GIVEN TO NON-PROFITS

790

GPANTS ELILED LED

\$3,500

AVERAGE GRANT

583

ORGANIZATIONS SUPPORT

Since 1989, more than \$56 Million has been raised by the Windermere Foundation and has allowed us to support non-profit organizations dedicated to helping lowincome and unhoused families.



- YOUTH/CHILD PROGRAMS 25%
- **EMERGENCY ASSISTANCE 19%**
- FUNDRAISING EXPENSES 15%
- FOOD SUPPORT 12%
- EDUCATION/COUNSELING 7%
- SCHOOL ASSISTANCE 5%
- SHELTER 5%
- ADMINISTRATIVE EXPENSES 5%
- SCHOLARSHIPS 3%

"The greatness of a community is most accurately measured by the compassionate actions of its members."

CORETTA SCOTT KING



The Puget Sound Business Journal publishes an annual "Corporate Philanthropists" list ranking the region's top 30 companies by cash giving in Washington State. In their most recent list, the Windermere Foundation placed 19th among the largest corporate philanthropists in this region, with cash contributions of more than \$1.8 million. We're very proud of this accomplishment and to stand alongside other reputable companies such as Microsoft, Amazon, The Boeing Company, JPMorgan Chase, and Costco.

We couldn't have done it without our generous agents whose donations fund the Windermere Foundation.

Corporate Philanthropists

Ranked by cash giving in Washington in 2023 (Company Revenues exceeding \$500M)

1	Microsoft Corp. Redmond, WA	\$71.54M
2	Amazon.com Inc. Seattle, WA	\$68.10M
3	The Boeing Company Seattle, WA	\$16.79M
4	JPMorgan Chase & Co. Seattle, WA	\$13.14M
5	Costco Wholesale Corp Issaquah, WA	\$12.00M
6	BECU Issaquah, WA	\$8.54M
7	Albertsons Cos. Bellevue, WA	\$8.29M
8	Delta Dental of Washington Bellevue, WA	\$7.96M
9	Comcast Washington Everett, WA	\$6.00M
10	Alaska Air Group SeaTac, WA	\$4.64M

11	PACCAR, Inc. Bellevue, WA	\$4.45M
12	T-Mobile US Inc. Bellevue, WA	\$3.46M
13	Bank of America Bellevue, WA	\$3.18M
14	Starbucks Coffee Co. Seattle, WA	\$2.51M
15	Nordstrom Inc. Seattle, WA	\$2.50M
16	Umpqua Bank Tacoma, WA	\$2.40M
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17	Key Bank Tacoma, WA	\$2.24M
	Key Bank	\$2.24M \$1.86M
17	Key Bank Tacoma, WA Avista Corp.	
17 18	Key Bank Tacoma, WA Avista Corp. Spokane, WA Windermere Foundation	\$1.86M

*As published on May 10, 2024 in the Puget Sound Business Journal.





THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. 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 Brokers and the Public. Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client unless the parties agree in writing that both brokers are dual agents.
- **SEC. 3.** Duties of a Broker Generally. Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent. Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent. Prescribes the additional duties of a broker representing the buyer or tenant only.
- **SEC. 6.** Duties of a Dual Agent. Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker 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 real estate firms to share compensation with cooperating real estate firms. 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 liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- **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 establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale. Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.
- (2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.
- (3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.
- (4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.
- (5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

- (6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.
- (7) "Confidential information" means information from or concerning a principal of a broker that:
- (a) Was acquired by the broker during the course of an agency relationship with the principal;
- (b) The principal reasonably expects to be kept confidential;
- (c) The principal has not disclosed or authorized to be disclosed to third parties;
- (d) Would, if disclosed, operate to the detriment of the principal; and
- (e) The principal personally would not be obligated to disclose to the other party.
- (8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction.

The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

- (10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.
- (11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.
- (12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
- (13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.
- (14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.
- (15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.
- (16) "Seller's agent" means a broker who has entered into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.
- (17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2:

RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

- (1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:
- (a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;
- (b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;
- (c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;
- (d) Broker is the seller or one of the sellers; or
- (e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

- (2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.
- (3) A broker 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 broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3:DUTIES OF A BROKER GENERALLY.

- (1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker 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 broker 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 broker 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 state agency in the form prescribed in RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, 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 broker 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."
- (2) Unless otherwise agreed, a broker 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 broker to be reliable.

SECTION 4: DUTIES OF A SELLER'S AGENT.

- (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 brokers affiliated with the same firm 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.

SECTION 5: DUTIES OF A BUYER'S AGENT.

- (1) Unless additional duties are agreed to in writing signed by a buyer's 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 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 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:
- (i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or
- (ii) 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 brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

SECTION 6: DUTIES OF A DUAL AGENT.

- (1) Notwithstanding any other provision of this chapter, a broker 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:
- (i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or
- (ii) show properties as to which there is no written agreement to pay compensation to the dual agent.
- (3) (a) The showing of proper ties 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 brokers licensed to the same firm 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 brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7: DURATION OF AGENCY RELATIONSHIP.

- (1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:
- (a) Completion of performance by the broker;
- (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 broker owes no further duty after termination of the agency relationship, other than the duties of:
- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8: COMPENSATION.

- (1) 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.
- (2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.
- (3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.
- (4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.
- (5) A firm 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 firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.
- (7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 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 broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 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 broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 11: INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12: SHORT SALE.

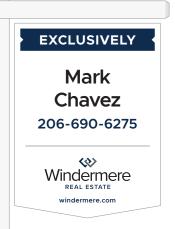
When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.



I Look Forward to Working With You

THROUGHOUT YOUR TRANSACTION MY ROLE IS TO ADVOCATE FOR YOU AND MY GOAL IS TO GIVE YOU AN OUTSTANDING CLIENT EXPERIENCE.

I'll work tirelessly to educate and advise you about the current real estate market and how its conditions might influence the sale of your home. When the time is right, I'll help you prepare your home to appeal to its best, most qualified prospective buyers. And, once you've received an offer (or offers), I'll negotiate the critical and contractual components of the transaction and deliver creative solutions to whatever challenges may arise.





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