ANDRESEN SHOPS @ WinCo



	NE Andresen at 18th in Vancouver, Washington
AVAILABLE S	PACES Pads and Retail Shops Ranging from 1,000 – 20,000 SF Call for details
COMMENTS	Retail shop space and pad opportunities anchored by WinCo in Central Vancouver
	Co-tenants include Starbucks, Subway, Perfect Look, and Summit Chiropractic & Massage
	Conveniently located near SR-500 at a high traffic, signalized intersection
	 In close proximity to Fort Vancouver High School and Westfield Vancouver Mall, anchored by Macy's, Cinetopia, JCPenney, and Sears

CONTACT

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kelli@cra-nw.com

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KELLI MAKS

TRAFFIC COUNTS	NE Andresen - 21,736 ADT (16)	
	E 18th - 9,327 ADT (15)	

DEMOGRAPHICS	1 Mile	3 Mile	5 Mile
Estimated Population	14,557	113,189	257,228
Population Forecast 2022	15.998	124,563	281.863
Average Household Income	\$58,430	\$63,729	\$69,066
Employees	10,400	51,382	137,067
Source: Regis - SitesUSA (2017)			

Commercial Realty Advisors NW LLC 733 SW Second Avenue, Suite 200 Portland, Oregon 97204 503.274.0211 | www.cra-nw.com Licensed brokers in Oregon & Washington



The information herein has been obtained from sources we deem reliable. We do not, however, guarantee its accuracy. All information should be verified prior to purchase/leasing. View the Real Estate Agency Pamphlet by visiting our website, www.cra-nw.com/real-estate-agency-pamphlet/

ANDRESEN SHOPS @ WinCo











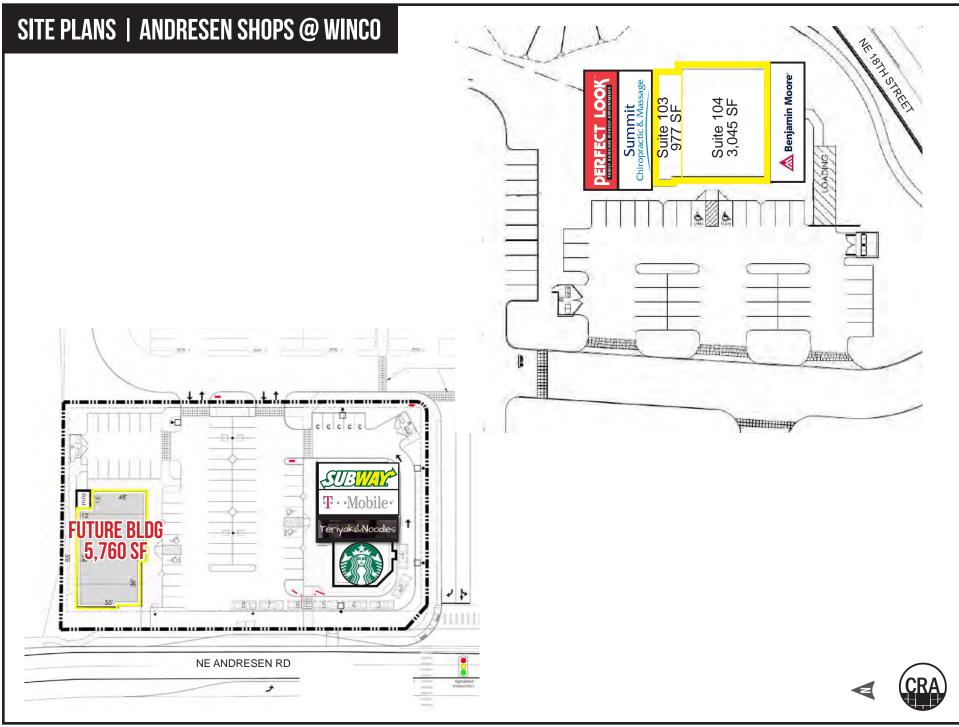
TA				
elopment			3.463 ACRES	150,858 S.F.
ell Development			0.974 ACRES	42,448 S.F.
	Total Property Area		4.438 ACRES	193.306 S.F.
	Parking	Reg d.		
Retail Shops	23	1/300		7,000 S.F.
Retail Shops	17	1/300		5,000 S.F.
Restaurant	13	1/250		3,250 S.F
Restaurant	32	1/250		8.000 S.F.
g GLA :	85		[23,250 S.F.
rking Provided				172 SPACES
arking :				10 SPACES
Provided :			0	182 SPACES
o :			7.83 SPA	CES / 1,000 SF
and the second s	and the state of t	and the second s		and the second second

Site Coverage (LESS "Phase II future development" property)

15.4%







The information contained herein has been obtained from sources Commercial Realty Advisors NW LLC deems reliable. We have no reason to doubt its accuracy, but Commercial Realty Advisors NW LLC does not guarantee the information. The prospective buyer or tenant should carefully verify all information obtained herein.



WASHINGTON'S 4TH LARGEST CITY

Vancouver is located just north of Portland, Oregon, with the Columbia River dividing the two cities. The Vancouver area has a population of approximately 372,000 people with 172,860 people residing in the city of Vancouver. The Greater Portland Metro Area area has a population of approximately 2.3 million people.

Top Vancouver employers include

- PeaceHealth Southwest Medical Center (2,841)
- Evergreen Public Schools (2,455)
- Vancouver Public Schools (2,203)
- Clark County (1,561)
- Fred Meyer (1,500)
- Clark College (985)
- City of Vancouver (962)
- The Vancouver Clinic (912)
- BNSF Railway (800)
- Kaiser Permanente (724)

Source: City of Vancouver, US Census Bureau





ANDRESEN SHOPS @ //Inco Foods

NE 68th St

Hazel Dell South

E 29th St

E 22nd St

NW 68th St

W45thSt

W 32nd S

W 17th St 5

W 13th St W 13th St

W 39thiSt

ME North Rd ME Ross St ME Ross St

E Fourth Plain B

Vancouver

NORTHERN TRADE AREA 1.9% HISTORIC GROWTH (2010-2016) 641 NEW HOUSEHOLDS PROJECTED NEXT 5 YEARS \$7,645 INCREASE IN AVERAGE HOUSEHOLD INCOME PROJECTED NEXT 5 YEARS

Minnehaha

500

NEI44t

IMMEDIATE TRADE AREA

E C 1.6% HISTORIC GROWTH (2010-2016) 1.022 NEW HOUSEHOLDS PROJECTED NEXT 5 YEARS 57,538 INCREASE IN AVERAGE HOUSEHOLD INCOME PROJECTED NEXT 5 YEARS

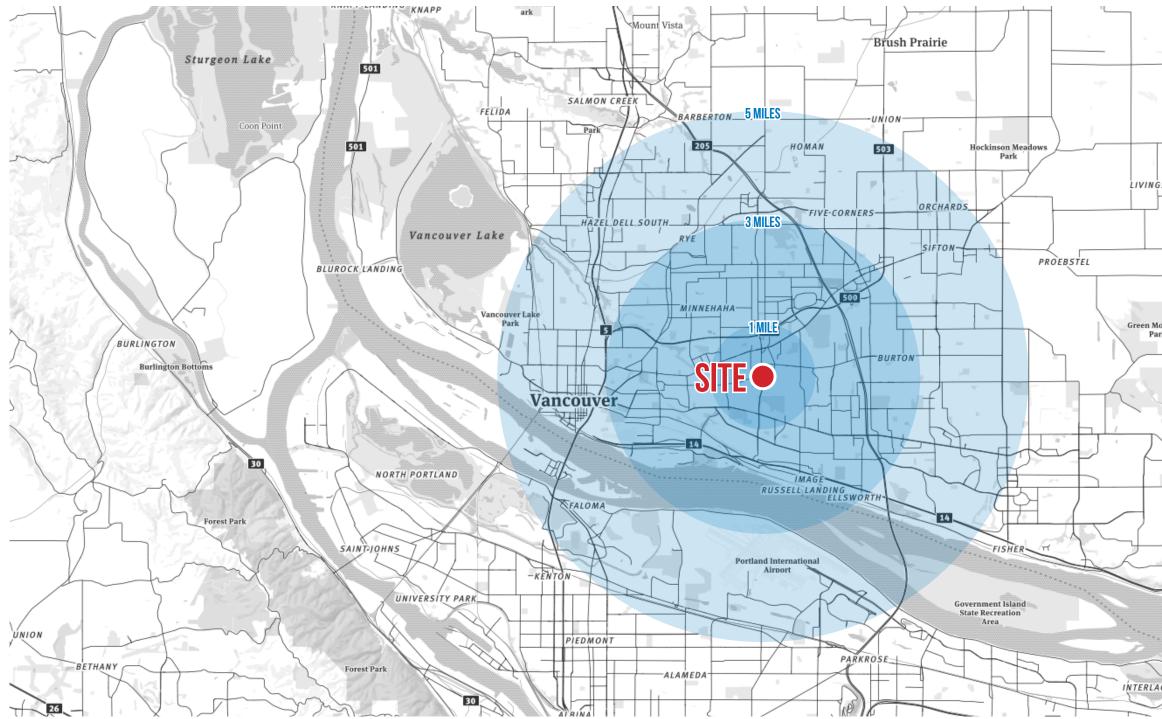
NE 1216 S7

SE Middle Way

SOUTHERN TRADE AREA 0.7% HISTORIC GROWTH (2010-2016) 541 NEW HOUSEHOLDS PROJECTED NEXT 5 YEARS \$13,608 INCREASE IN AVERAGE HOUSEHOLD INCOME PROJECTED NEXT 5 YEARS



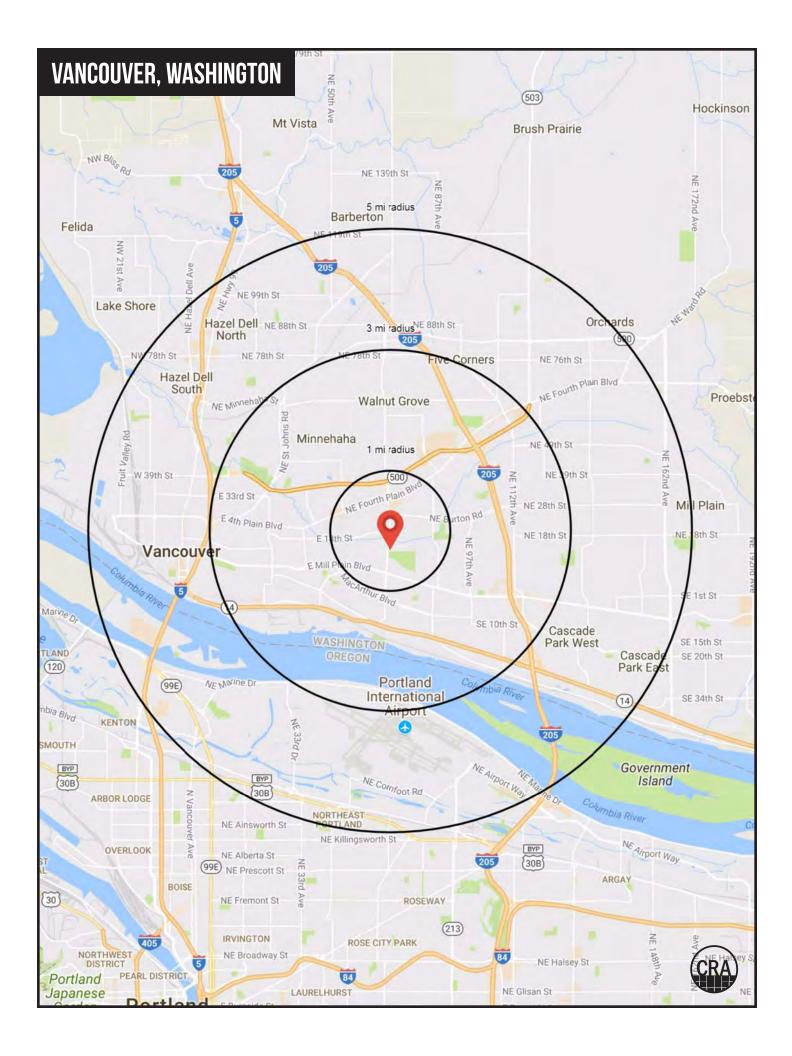
Source: Regis - SitesUSA (2016







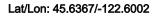
	12.1	2. / . r
EMOGR	APHIC PROFILE	
101	2017 POPULATION EST.	2022 FORECAST
1 Mile	14,557	15,988
3 Miles	113,189	124,563
5 Miles	257,228	281,863
	2017 AVG HOUSEHOLD	INCOME
1 Mile	\$58,430	
	\$63,729	
5 Miles	\$69,066	
	2017 HOUSEHOLDS ES	2022 EDRECAST
1 Mile	5,806	6,236
	45,896	49,342
	99,861	107,094
J WINCS		101,004
	2017 EMPLOYEES	
1 Mile		
	51,382	
5 Miles		
	SitesUSA (2017)	
Camas.	x for	FAT
X		Washougal
-	OAK PARK PARKERSVILLE	
		A S
405 ₀₀	Sundial Island,	Cottonwood
	Sandy River Delta	18:2



FULL PROFILE

2000-2010 Census, 2017 Estimates with 2022 Projections

Calculated using Weighted Block Centroid from Block Groups





	1: 45.6367/-122.6002			RF1
NE A	ndresen Rd & E 18th St			
Vanc	ouver, WA	1 mi radius	3 mi radius	5 mi radius
	2017 Estimated Population	14,557	113,189	257,228
N	2022 Projected Population	15,988	124,563	281,863
ĮĘ	2010 Census Population	12,794	102,055	235,393
POPULATION	2000 Census Population	11,995	89,476	204,845
ΪÖ	Projected Annual Growth 2017 to 2022	2.0%	2.0%	1.9%
	Historical Annual Growth 2000 to 2017	1.3%	1.6%	257,228 281,863 235,393 204,845 1.9% 1.5% 99,861 107,094 92,039 78,589 1.4% 1.6% 12.5% 12.6%
Ś	2017 Estimated Households	5,806	45,896	99,861
HOUSEHOLDS	2022 Projected Households	6,236	49,342	107,094
우	2010 Census Households	5,155	41,788	92,039
ISE	2000 Census Households	4,579	35,622	78,589
	Projected Annual Growth 2017 to 2022	1.5%	1.5%	1.4%
	Historical Annual Growth 2000 to 2017	1.6%	1.7%	1.6%
	2017 Est. Population Under 10 Years	13.5%	12.9%	12.5%
	2017 Est. Population 10 to 19 Years	12.3%	11.9%	12.6%
	2017 Est. Population 20 to 29 Years	17.8%	16.5%	14.9%
AGE	2017 Est. Population 30 to 44 Years	18.2%	19.2%	20.0%
₹	2017 Est. Population 45 to 59 Years	16.8%	17.9%	18.8%
	2017 Est. Population 60 to 74 Years	13.8%	14.8%	15.0%
	2017 Est. Population 75 Years or Over	7.5%	6.8%	6.1%
	2017 Est. Median Age	35.3	36.2	20.0% 18.8% 15.0% 6.1% 36.8 49.3% 50.7% 31.6% 42.9% 20.5% 5.0% 3.7%
S	2017 Est. Male Population	48.1%	48.8%	49.3%
Р Г	2017 Est. Female Population	51.9%	51.2%	50.7%
LS B	2017 Est. Never Married	36.2%	32.3%	31.6%
3E AL	2017 Est. Now Married	40.4%	41.0%	42.9%
RIT & (2017 Est. Separated or Divorced	18.0%	21.4%	20.5%
MARITAL STATUS & GENDER	2017 Est. Widowed	5.4%	5.3%	5.0%
	2017 Est. HH Income \$200,000 or More	2.5%	3.3%	3.7%
	2017 Est. HH Income \$150,000 to \$199,999	3.4%	3.7%	4.4%
	2017 Est. HH Income \$100,000 to \$149,999	9.2%	12.2%	4.4% 14.2% 14.3%
	2017 Est. HH Income \$75,000 to \$99,999	11.8%	13.2%	14.3%
l	2017 Est. HH Income \$50,000 to \$74,999	20.2%	21.1%	20.6%
Į	2017 Est. HH Income \$35,000 to \$49,999	18.2%	16.0%	15.4%
NCOME	2017 Est. HH Income \$25,000 to \$34,999	12.9%	11.0%	9.8%
_	2017 Est. HH Income \$15,000 to \$24,999	12.6%	10.4%	9.2%
	2017 Est. HH Income Under \$15,000	9.0%	9.0%	8.4%
	2017 Est. Average Household Income	\$58,430	\$63,729	\$69,066
	2017 Est. Median Household Income	\$49,408	\$55,625	\$60,102
	2017 Est. Per Capita Income	\$23,402	\$25,909	\$26,991
	2017 Est. Total Businesses	1,111	5,167	13,017
	2017 Est. Total Employees	10,400	51,382	137,067

FULL PROFILE

2000-2010 Census, 2017 Estimates with 2022 Projections

Calculated using Weighted Block Centroid from Block Groups



RF1

Lat/Lon: 45.6367/-122.6002

щ	uver, WA 2017 Est. White 2017 Est. Black	1 mi radius 73.6%	3 mi radius	5 mi radius
		73.6%		
ACE	2017 Est. Black		78.5%	79.1%
N N		4.6%	3.6%	3.8%
	2017 Est. Asian or Pacific Islander	6.6%	5.5%	5.8%
	2017 Est. American Indian or Alaska Native	1.0%	1.0%	0.9%
	2017 Est. Other Races	14.2%	11.4%	79.1% 3.8% 5.8% 0.9% 10.5% 31,023 12.1% 13.2% 10.2% 173,859 3.6% 6.7% 26.6% 28.3% 10.3% 16.5% 8.1% 102,840 53.6% 43.5% 2.9% 1.0% 18.5% 24.8% 14.2% 21.4% 8.6% 6.6%
ы П	2017 Est. Hispanic Population	2,557	15,394	31,023
	2017 Est. Hispanic Population	17.6%	13.6%	12.1%
HSH	2022 Proj. Hispanic Population	19.1%	14.8%	13.2%
	2010 Hispanic Population	15.2%	11.4%	10.2%
	2017 Est. Adult Population (25 Years or Over)	9,454	76,064	173,859
_ <u>~</u>	2017 Est. Elementary (Grade Level 0 to 8)	5.8%	3.7%	3.6%
₫ĕ	2017 Est. Some High School (Grade Level 9 to 11)	7.3%	7.2%	6.7% <u>:</u>
N SAT	2017 Est. High School Graduate	30.6%	28.4%	26.6%
25 OC	2017 Est. Some College	29.7%	28.0%	28.3%
비造	2017 Est. Associate Degree Only	8.6%	10.2%	10.3%
	2017 Est. Bachelor Degree Only	12.8%	15.3%	16.5%
	2017 Est. Graduate Degree	5.2%	7.3%	8.1%
<u>n</u>	2017 Est. Total Housing Units	5,964	47,338	102,840
ISI	2017 Est. Owner-Occupied	36.0%	45.7%	53.6%
<u> </u>	2017 Est. Renter-Occupied	61.3%	51.2%	43.5%
<u>_</u>	2017 Est. Vacant Housing	2.7%	3.0%	2.9%
<	2010 Homes Built 2005 or later	0.3%	0.9%	1.0%
₩	2010 Homes Built 2000 to 2004	15.1%	18.9%	18.5%
₩	2010 Homes Built 1990 to 1999	23.8%	23.6%	24.8%
느	2010 Homes Built 1980 to 1989	14.1%	12.0%	14.2%
BU	2010 Homes Built 1970 to 1979	23.5%	22.4%	21.4%
BS	2010 Homes Built 1960 to 1969	16.9%	10.9%	8.6%
N N	2010 Homes Built 1950 to 1959	7.6%	8.1%	
Í	2010 Homes Built Before 1949	6.2%	9.7%	10.7%
	2010 Home Value \$1,000,000 or More	0.5%	0.7%	0.5%
	2010 Home Value \$500,000 to \$999,999	7.1%	6.4%	6.0%
	2010 Home Value \$400,000 to \$499,999	4.3%	5.5%	6.8%
S	2010 Home Value \$300,000 to \$399,999	14.4%	14.8%	15.8%
-UE	2010 Home Value \$200,000 to \$299,999	43.0%	40.5%	42.8%
VAI	2010 Home Value \$150,000 to \$199,999	23.5%	24.6%	20.6%
	2010 Home Value \$100,000 to \$149,999	11.6%	10.1%	7.9%
ē	2010 Home Value \$50,000 to \$99,999	2.7%	2.9%	2.2%
	2010 Home Value \$25,000 to \$49,999	0.9%	1.2%	1.9%
	2010 Home Value Under \$25,000	2.0%	1.9%	2.3%
	2010 Median Home Value	\$233,812	\$233,598	\$240,807
	2010 Median Rent	\$855	\$911	\$926

FULL PROFILE

2000-2010 Census, 2017 Estimates with 2022 Projections

Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 45.6367/-122.6002



				RF1
NE A	ndresen Rd & E 18th St	1 mi radius	3 mi radius	5 mi radius
Vanc	ouver, WA			
	2017 Est. Labor Population Age 16 Years or Over	11,531	90,727	205,557
LABOR FORCE	2017 Est. Civilian Employed	59.2%		60.3%
	2017 Est. Civilian Unemployed	5.1%	4.8%	4.2%
	2017 Est. in Armed Forces	0.1%	0.1%	0.1%
ЬŖ	2017 Est. not in Labor Force	35.6%	35.6%	35.4%
Ī	2017 Labor Force Males	47.4%	48.3%	48.8%
	2017 Labor Force Females	52.6%	51.7%	205,557 60.3% 4.2% 0.1% 35.4% 48.8% 51.2% 124,040 13.3% 16.9% 19.7% 25.0% 0.5% 10.0% 14.6% 55.2% 44.8% 76.8% 9.7% 3.3% 0.3% 3.2%
	2010 Occupation: Population Age 16 Years or Over	6,768	53,950	124,040
	2010 Mgmt, Business, & Financial Operations	10.2%	12.5%	13.3%
7	2010 Professional, Related	13.1%	15.2%	16.9%
0	2010 Service	23.1%	21.3%	19.7%
OCCUPATION	2010 Sales, Office	27.1%	25.9%	25.0%
CUI	2010 Farming, Fishing, Forestry	0.6%		0.5%
Ö	2010 Construction, Extraction, Maintenance	11.1%	9.9%	10.0%
	2010 Production, Transport, Material Moving	14.8%		14.6%
	2010 White Collar Workers	50.4%		55.2%
	2010 Blue Collar Workers	49.6%	46.5%	44.8%
z	2010 Drive to Work Alone	72.8%		76.8%
TRANSPORTATION TO WORK	2010 Drive to Work in Carpool	13.1%		9.7%
OR	2010 Travel to Work by Public Transportation	5.2%		3.3%
P P S	2010 Drive to Work on Motorcycle	0.3%		0.3%
N N N	2010 Walk or Bicycle to Work	4.7%	3.2%	3.2%
RA	2010 Other Means	0.3%		0.9%
F	2010 Work at Home	3.6%	5.0%	0.9% 5.7% 26.5% 42.4% 27.0% 6.4% 20.7
TRAVEL TIME	2010 Travel to Work in 14 Minutes or Less	28.0%		26.5%
F	2010 Travel to Work in 15 to 29 Minutes	38.9%		42.4%
VEI	2010 Travel to Work in 30 to 59 Minutes	27.5%		27.0%
RA	2010 Travel to Work in 60 Minutes or More	5.2%	6.5%	6.4%
	2010 Average Travel Time to Work	19.8	19.9	
	2017 Est. Total Household Expenditure	\$282 M	\$2.36 B	\$5.43 B \$189 M
ž	2017 Est. Apparel	\$9.80 M	\$82.1 M	\$189 M
CONSUMER EXPENDITURE	2017 Est. Contributions, Gifts	\$17.8 M	\$153 M	\$358 M
	2017 Est. Education, Reading	\$10.2 M		\$205 M
	2017 Est. Entertainment	\$15.6 M		\$304 M
Ш	2017 Est. Food, Beverages, Tobacco	\$44.1 M		\$836 M
ER	2017 Est. Furnishings, Equipment	\$9.40 M		\$186 M
Ň	2017 Est. Health Care, Insurance	\$25.3 M		\$477 M
NS N	2017 Est. Household Operations, Shelter, Utilities	\$87.3 M		\$1.68 B
8	2017 Est. Miscellaneous Expenses	\$4.25 M		\$80.6 M
	2017 Est. Personal Care	\$3.67 M		\$70.6 M
	2017 Est. Transportation	\$54.2 M	\$453 M	\$1.04 B

RF1



INITIAL AGENCY DISCLOSURE -- 18.86 RCW -- REAL ESTATE BROKERAGE RELATIONSHIPS

This disclosure describes agency relationships and the duties and responsibilities of real estate licensees in Washington.

This disclosure is informational only and neither the disclosure nor its delivery to you may be construed to be evidence of intent to create an agency relationship.

SECTION ONE -- RCW 18.86.010. Definitions.

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

- "Agency relationship" means the agency relationship created under this chapter or by written agreement between a licensee and a buyer and/or seller relating to the 1. performance of real estate brokerage services by the licensee.
- 2. "Agent" means a licensee who has entered into an agency relationship with a buyer or seller.
- 3. "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof.
- 4. "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.
- 5. "Buyer's agent" means a licensee who has entered into an agency relationship with only the buyer in a real estate transaction, and includes subagents engaged by a buyer's agent.
- 6. "Confidential information" means information from or concerning a principal of a licensee that:
 - Was acquired by the licensee during the course of an agency relationship with the principal; a.
 - b. The principal reasonably expects to be kept confidential:
 - The principal has not disclosed or authorized to be disclosed to third parties; C. d.
 - Would, if disclosed, operate to the detriment of the principal; and
 - The principal personally would not be obligated to disclose to the other party.
- "Dual agent" means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction. 7.
- "Licensee" means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW. 8
- "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 9. 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.
- "Principal" means a buyer or a seller who has entered into an agency relationship with a licensee. 10.
- "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW. 11.
- "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 12 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
- "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. 13.
- "Seller's agent" means a licensee who has entered into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's 14 agent.
- 15. "Subagent" means a licensee who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the agent in writing to appoint subagents.

SECTION TWO -- RCW 18,86,020 Agency relationshin.

1.

- A licensee who performs real estate brokerage services for a buyer is a buyer's agent unless the:
 - Licensee has entered into a written agency agreement with the seller, in which case the licensee is a seller's agent; а
 - Licensee has entered into a sub agency agreement with the seller's agent, in which case the licensee is a seller's agent; h.
 - Licensee has entered into a written agency agreement with both parties, in which case the licensee is a dual agent; c.
 - d. Licensee is the seller or one of the sellers: or
 - Parties agree otherwise in writing after the licensee has complied with RCW 18.86.030(1)(f). e.
- In a transaction in which different licensees affiliated with the same broker represent different parties, the broker is a dual agent, and must obtain the written consent of 2 both parties as required under RCW 18.86.060. In such a case, each licensee shall solely represent the party with whom the licensee has an agency relationship, unless all parties agree in writing that both licensees are dual agents.
- A licensee may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the 3. same time not representing that party in a different transaction involving that party, if the licensee complies with this chapter in establishing the relationships for each transaction

SECTION THREE -- RCW 18.86.030. Duties of a licensee.

- Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may 1. not be waived:
 - To exercise reasonable skill and care: а
 - b. To deal honestly and in good faith:
 - 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 c. 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;
 - To account in a timely manner for all money and property received from or on behalf of either party;
 - 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 f. 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
 - 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 g. by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."
- Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial 2. condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

SECTION FOUR -- RCW 18.86.040. Seller's agent -- Duties.

- 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:
 - To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction; a.
 - 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
 - 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 e. 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 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.
- 3. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.



SECTION FIVE -- RCW 18.86.050. Buyer's agent -- Duties.

- 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;
 - To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
 - Not to disclose any confidential information from or about the buyer, except under subpena 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. Show properties as to which there is no written agreement to pay compensation to the buyer's agent.
 - 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.
 - 2. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyers or create a conflict of interest.

SECTION SIX -- RCW 18.86.060. Dual agent -- Duties.

- 1. Notwithstanding any other provision of this chapter, a licensee may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.
- 2. Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:
 - a. To take no action that is adverse or detrimental to either party's interest in a transaction;
 - b. To timely disclose to both parties any conflicts of interest;
 - c. To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;
 - Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;
 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:
 - ii. Seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or
 - iii. Show properties as to which there is no written agreement to pay compensation to the dual agent.
 - iv. The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is adverse or detrimental to the seller or create a conflict of interest.
 - v. The representation of more than one seller by different licensees affiliated with the same broker in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.
 - vi. 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.
 - vii. The representation of more than one buyer by different licensees affiliated with the same broker in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyers or create a conflict of interest.

SECTION SEVEN -- RCW 18.86.070. Duration of agency relationship.

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

SECTION EIGHT -- RCW 18.86.080. Compensation.

c.

2.

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

SECTION NINE -- RCW 18.86.090. Vicarious liability.

b.

- 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
 - 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.
 - iii. A licensee is not liable for an act, error, or omission of a subagent under this chapter, unless the licensee participated in or authorized the act, error or omission. This subsection does not limit the liability of a real estate broker for an act, error, or omission by an associate real estate broker or real estate salesperson licensed to that broker.

SECTION TEN -- RCW 18.86.100. 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.
- Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This
 subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such
 broker.

SECTION ELEVEN -- RCW 18.86.110. Application.

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