

# HAZEL DELL APPLEBEE'S

– FOR SUBLEASE –



**LOCATION** 816 NE 98th Circle, Vancouver, WA

**AVAILABLE** 4,997 SF restaurant space

**RENTAL RATE** \$24.00/SF/YR, NNN

- COMMENTS**
- Prominent location with easy access and visibility to I-5.
  - Area tenants include Kohls, Regal Cinema, Target, Craft Warehouse, Gold's Gym, Walmart and WinCo.
  - Proximity to Hazel Dell Town Center and 99th Street Transit Center.
  - Term through January 2027 – direct lease is possible.

**TRAFFIC COUNTS** 99th St – 25,350 ADT (17) | I-5 – 63,000 ADT (17)

## DEMOGRAPHICS

	1 MILE	3 MILE	5 MILE
Estimated Population 2018	16,054	88,206	180,396
Population Forecast 2023	17,503	96,412	197,692
Average HH Income	\$79,843	\$102,267	\$88,852
Employees	5,506	26,396	73,370

Source: Regis – SitesUSA (2018)

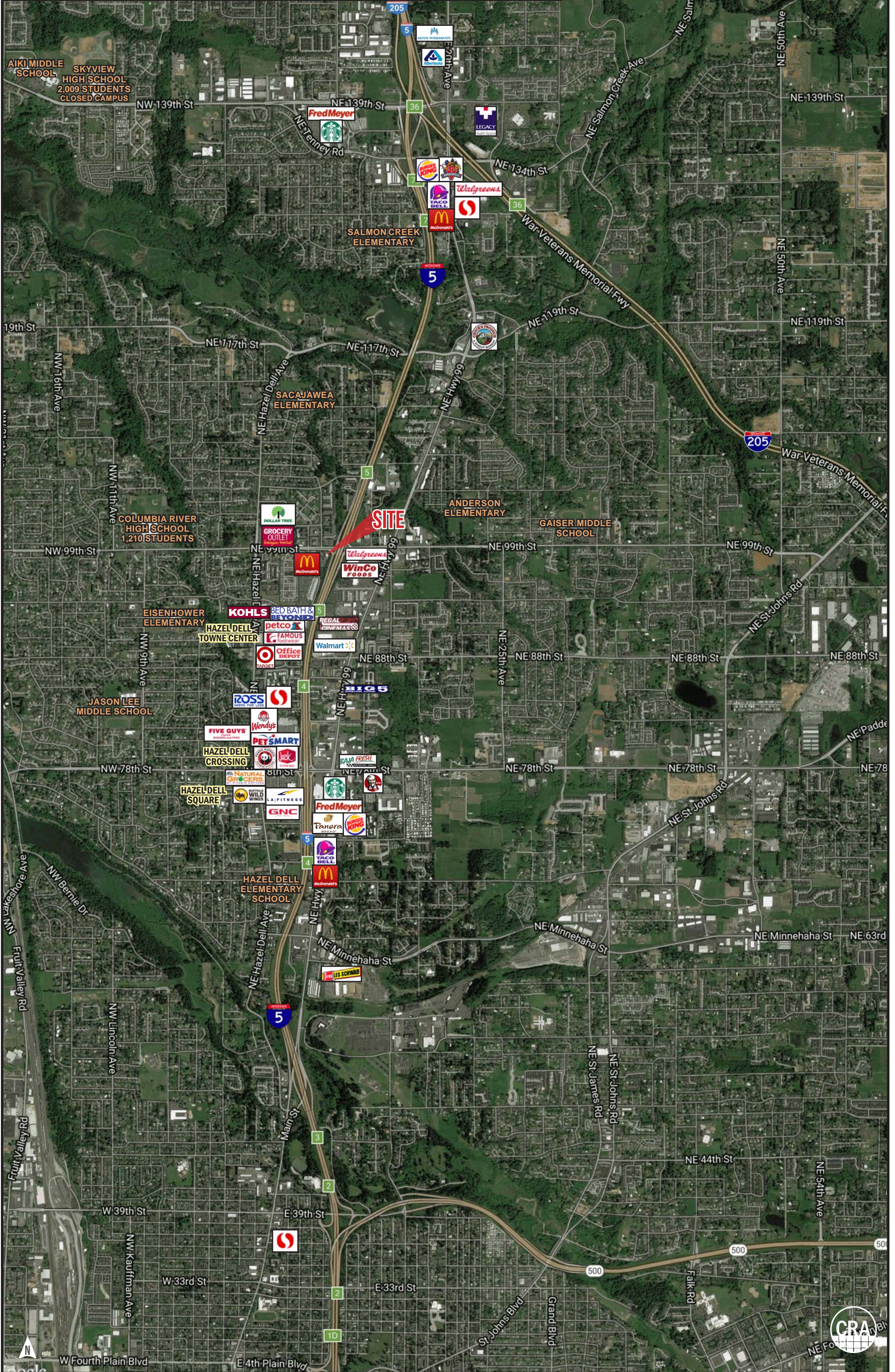


**GEORGE MACOUBRAY** | [george@cra-nw.com](mailto:george@cra-nw.com)  
**NICK STANTON** | [nick@cra-nw.com](mailto:nick@cra-nw.com)  
503.274.0211

Commercial Realty Advisors NW LLC  
733 SW Second Avenue, Suite 200  
Portland, Oregon 97204  
[www.cra-nw.com](http://www.cra-nw.com)  
Licensed brokers in Oregon & Washington



# VANCOUVER, WA | HAZEL DELL & SALMON CREEK



WASHINGTON STATE UNIVERSITY VANCOUVER

AIKI MIDDLE SCHOOL  
SKYVIEW HIGH SCHOOL  
2,009 STUDENTS  
CLOSED CAMPUS

19th St

COLUMBIA RIVER HIGH SCHOOL  
1,210 STUDENTS

JASON LEE MIDDLE SCHOOL

Fruit Valley Rd

W 39th St

W Fourth Plain Blvd

NE 139th St

SALMON CREEK ELEMENTARY

NE 117th St

SACAJAWEA ELEMENTARY

NE 99th St

HAZEL DELL TOWNE CENTER

HAZEL DELL CROSSING

HAZEL DELL SQUARE

HAZEL DELL ELEMENTARY SCHOOL

E 39th St

W 33rd St

E 4th Plain Blvd

**SITE**

NE Hazel Dell Ave

NE 88th St

NE 78th St

NE Minnehaha St

E 39th St

E 33rd St

E 4th Plain Blvd

205

5

5

5

5

5

5

5

5

5

5

NE 134th St

NE 119th St

NE 99th St

NE 88th St

NE 78th St

NE Minnehaha St

NE 44th St

E 33rd St

E 4th Plain Blvd

NE Salmon Creek Ave

War Veterans Memorial Fwy

NE St Johns Rd

NE St Johns Rd

NE St Johns Rd

NE St Johns Rd

NE Salmon Creek Ave

NE 139th St

NE 119th St

NE 99th St

NE 88th St

NE 78th St

NE 44th St

NE 4th Plain Blvd

NE 50th Ave

NE 50th Ave

NE 99th St

NE 88th St

NE 54th Ave

NE 4th Plain Blvd







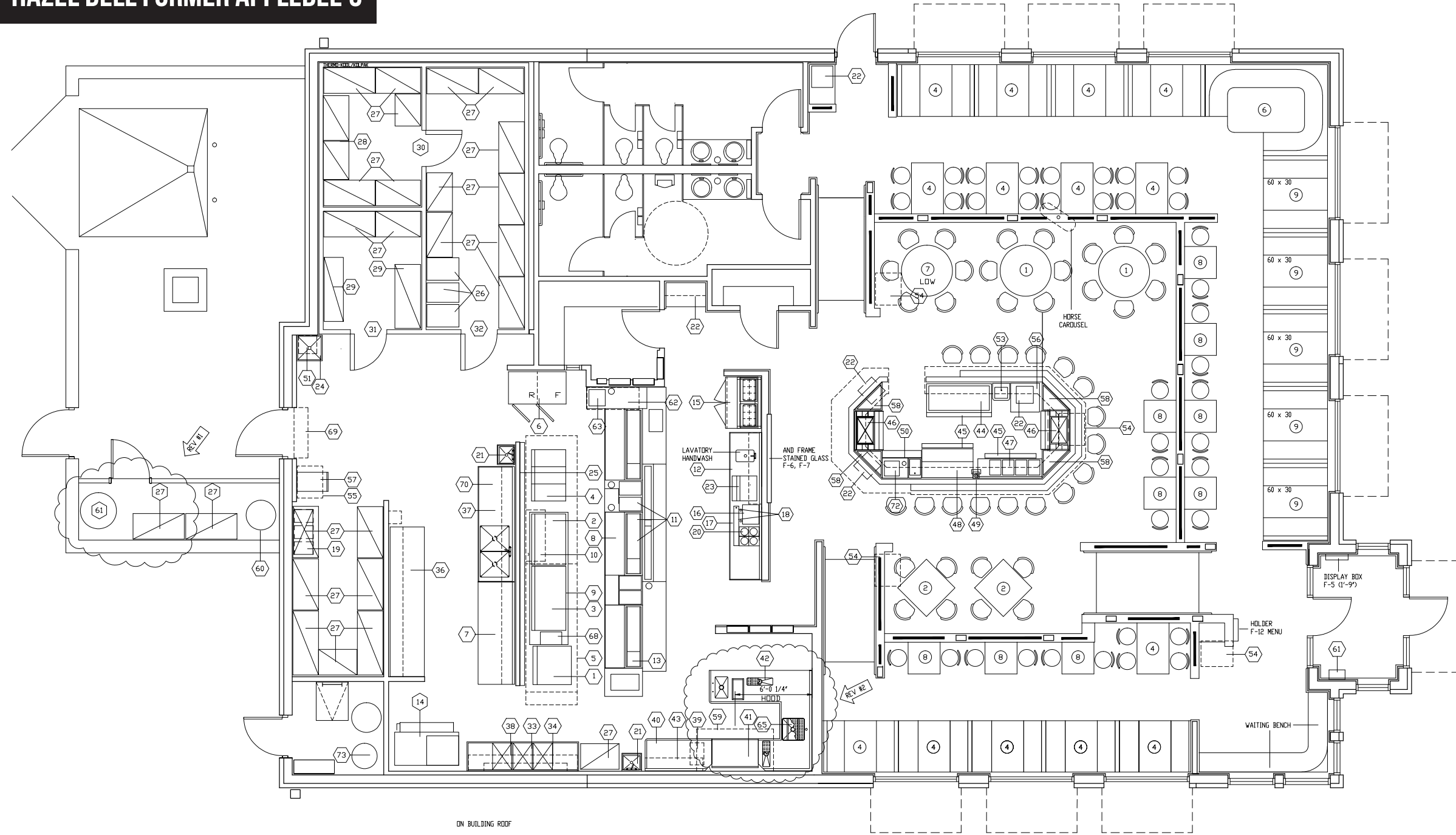


# HAZEL DELL FORMER APPLEBEE'S | CLOSE-IN





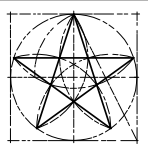
# SITE PLAN | HAZEL DELL FORMER APPLEBEE'S



**1 FURNITURE & EQUIPMENT PLAN**  
1/4"

EQUIPMENT	EQUIPMENT	EQUIPMENT	EQUIPMENT
1. RANGE/CONVECTION OVEN COMBINATION	20. COFFEE MAKER	42. SOILED DISH TABLE	61. BRINE TANK
2. GRIDDLE	21. HANDWASH LAVATORY	43. OVERSHELF	62. ICE CREAM FREEZER & DIPPER WELL
3. CHARBROILER	22. CASH REGISTERS (BY OWNER)	44. ICE PAN (BAR)	63. CHEESE MELTER
4. FRYER BATTERY	23. SODA DISPENSER	45. SPEED RAILS (BAR)	64. SPARE NUMBER
5. EXHAUST HOOD	24. MOP SINK (GENERAL CONTRACT)	46. ICE BIN WITH DOUBLE SPEED RAILS (BAR)	65. PRE-RINSE SINK (BAR)
6. COMBINATION REFRIGERATOR/FREEZER	25. STAINLESS STEEL WALL PANELS	47. FOUR COMPARTMENT SINK (BAR)	66. SPARE NUMBER
7. PREP TABLE W/OVERSHELVES	26. MAXI-RACKS (SMALLWARES)	48. BEER/WINE TOWER (BAR)	67. SPARE NUMBER
8. CHEF'S TABLE	27. WIRE SHELVING	49. BEER/WINE TOWER (BAR)	68. HOT FOOD UNIT
9. REFRIGERATED EQUIPMENT STAND	28. DUNNAGE RACKS	50. BLENDER STATION W/DUMP SINK (BAR)	69. AIR CURTAIN BY G.C.
10. CHEESE MELTER	29. KEG RACK	51. BEER/WINE SYSTEM POWER PACK	70. FOOD CUTTER
11. MICROWAVE OVENS (4) ON OVERSHELF	30. WALK-IN FREEZER	52. REFRIGERATION SYSTEM FOR WALK-IN COOLERS AND FREEZER (ON BUILDING ROOF)	71. SPARE NUMBER
12. SERVICE COUNTER W/HANDWASH LAVATORY	31. WALK-IN BEER/WINE COOLER	53. HANDWASH LAVATORY (BAR)	72. ICE CREAM FREEZER & DIPPER WELL
13. BUN TOASTER	32. WALK-IN COOLER	54. TELEVISION SET (BY OWNER)	73. WATER SOFTENER
14. ICE MACHINE	33. POT SINK	55. TRAINING TELEVISION SET (BY OWNER)	
15. SALAD REFRIGERATOR	34. POT RACK	56. REFRIGERATOR	
16. TEA MAKER	35. BREAD RACK (BY BREAD VENDOR)	57. HOLDING CABINET	
17. DRAINER	36. PREP TABLE W/OVERSHELVES	58. DRAINBOARDS (BAR)	
18. GLASS FILLERS	37. PREP TABLE W/VEGETABLE SINK & OVERSHELVES	59. DISHWASHER EXHAUST HOOD	
19. CARBONATORS	38. DOUBLE OVERSHELF	60. BULK CO2	
	39. BOOSTER HEATER		
	40. CLEAN DISH TABLE		
	41. DISHWASHER		

SEATING		
TOPS	TABLES	SEATS
2	9	18
4	16	64
6	9	54
	<b>34</b>	<b>136</b>
BAR SEATS:		<b>16</b>
TOTAL SEATS:		<b>152</b>



JOHN SHARPE  
ARCHITECT  
1005 1/2 ST. W. STE. 100  
VANCOUVER, BC V6Z 1S2

APPLEBEE'S  
RESTAURANT  
VANCOUVER  
WASHINGTON

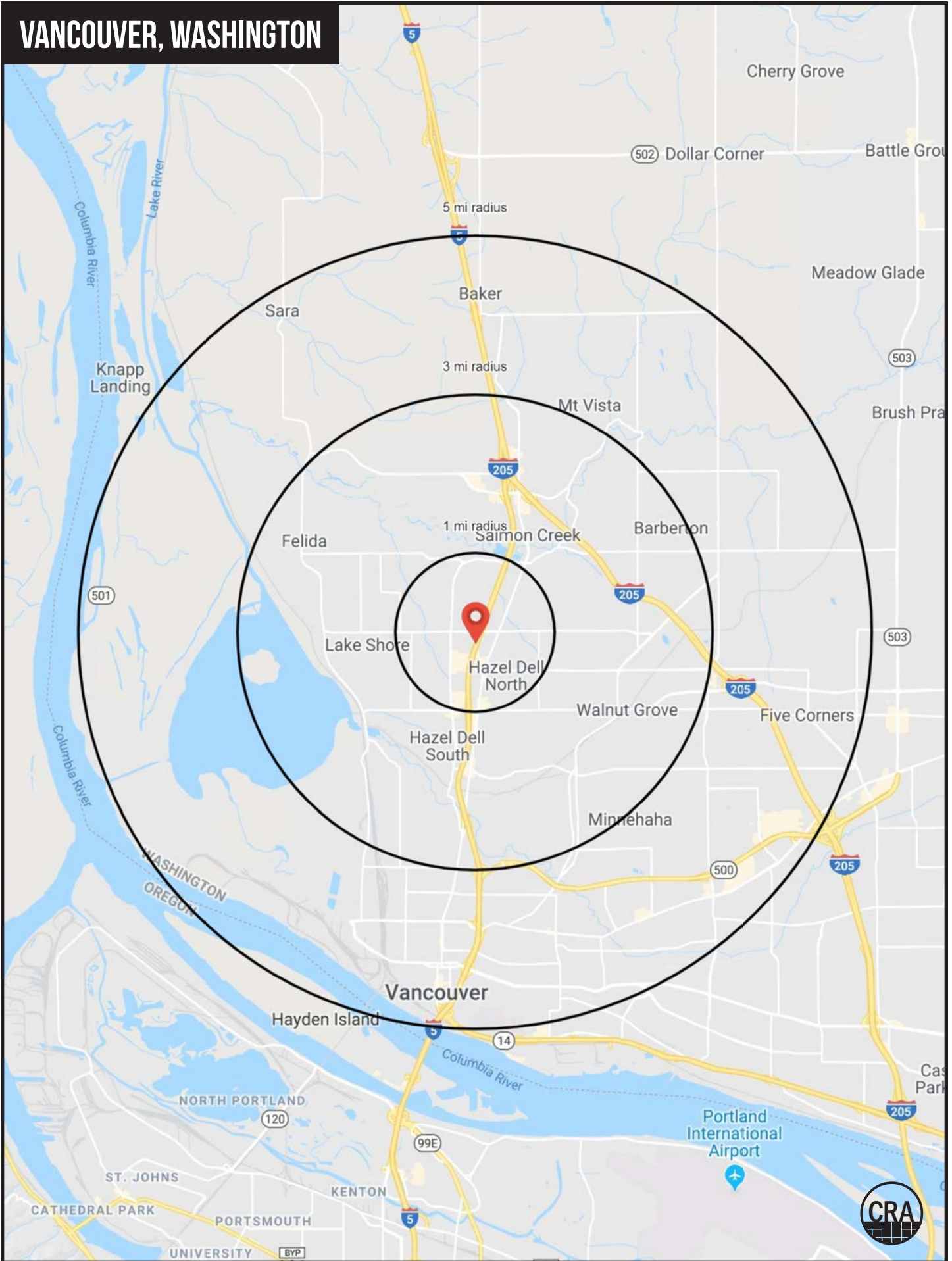
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7708  
REGISTERED ARCHITECT  
JOHN S. SHARPE  
BOARD OF ARCHITECTURE

REVISIONS	
#	DATE
2	6 APR 01
1	08 MAR 01
	DATE
	1 DEC 00
	SHEET
	<b>F-1</b>



# VANCOUVER, WASHINGTON



# FULL PROFILE

2000-2010 Census, 2018 Estimates with 2023 Projections

Calculated using Weighted Block Centroid from Block Groups



Lat/Lon: 45.6926/-122.6626

RF1

## 816 NE 98th Circle

### Vancouver, WA 98665

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
<b>POPULATION</b>	2018 Estimated Population	16,054	88,206	180,396
	2023 Projected Population	17,503	96,412	197,692
	2010 Census Population	14,507	78,319	160,327
	2000 Census Population	12,738	66,347	135,716
	Projected Annual Growth 2018 to 2023	1.8%	1.9%	1.9%
	Historical Annual Growth 2000 to 2018	1.4%	1.8%	1.8%
<b>HOUSEHOLDS</b>	2018 Estimated Households	6,407	34,105	71,637
	2023 Projected Households	6,823	36,430	76,792
	2010 Census Households	5,711	29,884	62,873
	2000 Census Households	4,990	25,212	52,435
	Projected Annual Growth 2018 to 2023	1.3%	1.4%	1.4%
	Historical Annual Growth 2000 to 2018	1.6%	2.0%	2.0%
<b>AGE</b>	2018 Est. Population Under 10 Years	12.3%	11.5%	12.1%
	2018 Est. Population 10 to 19 Years	13.4%	12.9%	12.4%
	2018 Est. Population 20 to 29 Years	14.4%	11.6%	13.8%
	2018 Est. Population 30 to 44 Years	19.3%	19.0%	19.3%
	2018 Est. Population 45 to 59 Years	19.1%	20.8%	19.6%
	2018 Est. Population 60 to 74 Years	15.6%	17.9%	16.4%
	2018 Est. Population 75 Years or Over	5.9%	6.4%	6.3%
	2018 Est. Median Age	37.5	40.4	38.4
<b>MARITAL STATUS &amp; GENDER</b>	2018 Est. Male Population	49.1%	49.3%	49.3%
	2018 Est. Female Population	50.9%	50.7%	50.7%
	2018 Est. Never Married	34.4%	26.0%	28.9%
	2018 Est. Now Married	42.7%	55.0%	49.5%
	2018 Est. Separated or Divorced	18.8%	14.9%	17.0%
	2018 Est. Widowed	4.1%	4.1%	4.6%
<b>INCOME</b>	2018 Est. HH Income \$200,000 or More	5.5%	8.6%	6.6%
	2018 Est. HH Income \$150,000 to \$199,999	5.9%	8.8%	6.7%
	2018 Est. HH Income \$100,000 to \$149,999	13.1%	18.0%	15.6%
	2018 Est. HH Income \$75,000 to \$99,999	13.9%	15.5%	14.2%
	2018 Est. HH Income \$50,000 to \$74,999	16.5%	17.8%	18.3%
	2018 Est. HH Income \$35,000 to \$49,999	13.6%	11.4%	13.1%
	2018 Est. HH Income \$25,000 to \$34,999	10.3%	6.8%	8.1%
	2018 Est. HH Income \$15,000 to \$24,999	12.1%	6.8%	8.6%
	2018 Est. HH Income Under \$15,000	9.1%	6.3%	8.6%
	2018 Est. Average Household Income	\$79,843	\$102,267	\$88,852
	2018 Est. Median Household Income	\$59,616	\$78,613	\$68,586
	2018 Est. Per Capita Income	\$31,877	\$39,584	\$35,426
	2018 Est. Total Businesses	793	3,581	8,482
	2018 Est. Total Employees	5,506	26,396	73,370

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## Vancouver, WA 98665

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
<b>RACE</b>	2018 Est. White	78.4%	83.8%	81.3%
	2018 Est. Black	3.0%	2.2%	3.0%
	2018 Est. Asian or Pacific Islander	3.8%	4.7%	4.8%
	2018 Est. American Indian or Alaska Native	1.0%	0.8%	0.9%
	2018 Est. Other Races	13.9%	8.4%	10.0%
<b>HISPANIC</b>	2018 Est. Hispanic Population	2,417	8,376	21,139
	2018 Est. Hispanic Population	15.1%	9.5%	11.7%
	2023 Proj. Hispanic Population	15.7%	10.0%	12.3%
	2010 Hispanic Population	12.4%	7.5%	9.3%
<b>EDUCATION (Adults 25 or Older)</b>	2018 Est. Adult Population (25 Years or Over)	10,764	61,868	124,532
	2018 Est. Elementary (Grade Level 0 to 8)	4.0%	2.2%	3.0%
	2018 Est. Some High School (Grade Level 9 to 11)	7.6%	4.9%	5.6%
	2018 Est. High School Graduate	24.7%	21.2%	23.8%
	2018 Est. Some College	26.4%	26.0%	26.6%
	2018 Est. Associate Degree Only	10.3%	11.5%	11.2%
	2018 Est. Bachelor Degree Only	18.7%	21.9%	19.0%
	2018 Est. Graduate Degree	8.4%	12.1%	10.7%
<b>HOUSING</b>	2018 Est. Total Housing Units	6,533	34,820	73,298
	2018 Est. Owner-Occupied	49.1%	68.9%	57.3%
	2018 Est. Renter-Occupied	48.9%	29.1%	40.4%
	2018 Est. Vacant Housing	1.9%	2.1%	2.3%
<b>HOMES BUILT BY YEAR</b>	2018 Homes Built 2010 or later	8.7%	8.4%	6.4%
	2018 Homes Built 2000 to 2009	11.5%	15.1%	14.8%
	2018 Homes Built 1990 to 1999	17.3%	21.2%	20.2%
	2018 Homes Built 1980 to 1989	16.6%	13.0%	11.7%
	2018 Homes Built 1970 to 1979	24.3%	18.6%	18.4%
	2018 Homes Built 1960 to 1969	12.6%	9.5%	9.7%
	2018 Homes Built 1950 to 1959	3.9%	6.1%	6.1%
	2018 Homes Built Before 1949	3.2%	6.0%	10.5%
<b>HOME VALUES</b>	2018 Home Value \$1,000,000 or More	0.2%	0.6%	0.6%
	2018 Home Value \$500,000 to \$999,999	3.7%	8.7%	9.4%
	2018 Home Value \$400,000 to \$499,999	11.9%	16.0%	14.4%
	2018 Home Value \$300,000 to \$399,999	23.6%	26.2%	24.9%
	2018 Home Value \$200,000 to \$299,999	48.7%	44.5%	43.7%
	2018 Home Value \$150,000 to \$199,999	10.0%	8.3%	10.5%
	2018 Home Value \$100,000 to \$149,999	3.3%	3.0%	4.3%
	2018 Home Value \$50,000 to \$99,999	1.9%	1.6%	1.4%
	2018 Home Value \$25,000 to \$49,999	3.4%	2.2%	1.6%
	2018 Home Value Under \$25,000	2.0%	2.2%	2.3%
	2018 Median Home Value	\$268,598	\$297,504	\$292,393
	2018 Median Rent	\$915	\$1,033	\$959

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Vancouver, WA 98665

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	1 mi radius	3 mi radius	5 mi radius	
<b>LABOR FORCE</b>	2018 Est. Labor Population Age 16 Years or Over	12,802	71,049	144,924
	2018 Est. Civilian Employed	61.0%	61.7%	60.4%
	2018 Est. Civilian Unemployed	3.1%	2.7%	3.3%
	2018 Est. in Armed Forces	-	0.2%	0.1%
	2018 Est. not in Labor Force	35.8%	35.4%	36.2%
	2018 Labor Force Males	48.8%	48.7%	48.8%
	2018 Labor Force Females	51.2%	51.3%	51.2%
<b>OCCUPATION</b>	2018 Occupation: Population Age 16 Years or Over	7,814	43,872	87,594
	2018 Mgmt, Business, & Financial Operations	15.6%	18.6%	15.9%
	2018 Professional, Related	20.2%	22.6%	20.8%
	2018 Service	19.2%	15.7%	18.9%
	2018 Sales, Office	23.0%	22.5%	22.3%
	2018 Farming, Fishing, Forestry	-	0.2%	0.5%
	2018 Construction, Extraction, Maintenance	7.2%	7.9%	8.3%
	2018 Production, Transport, Material Moving	14.7%	12.3%	13.3%
	2018 White Collar Workers	58.8%	63.8%	59.0%
	2018 Blue Collar Workers	41.2%	36.2%	41.0%
<b>TRANSPORTATION TO WORK</b>	2018 Drive to Work Alone	78.4%	80.5%	79.3%
	2018 Drive to Work in Carpool	6.8%	7.1%	7.9%
	2018 Travel to Work by Public Transportation	4.0%	2.7%	2.8%
	2018 Drive to Work on Motorcycle	-	0.1%	0.1%
	2018 Walk or Bicycle to Work	3.2%	2.1%	3.2%
	2018 Other Means	0.8%	0.6%	0.6%
	2018 Work at Home	6.8%	6.8%	6.2%
<b>TRAVEL TIME</b>	2018 Travel to Work in 14 Minutes or Less	22.7%	25.4%	26.3%
	2018 Travel to Work in 15 to 29 Minutes	40.7%	41.5%	40.2%
	2018 Travel to Work in 30 to 59 Minutes	26.9%	28.0%	26.4%
	2018 Travel to Work in 60 Minutes or More	10.0%	8.4%	7.9%
	2018 Average Travel Time to Work	22.3	22.1	21.2
<b>CONSUMER EXPENDITURE</b>	2018 Est. Total Household Expenditure	\$381.07 M	\$2.43 B	\$4.61 B
	2018 Est. Apparel	\$13.29 M	\$85.26 M	\$161.36 M
	2018 Est. Contributions, Gifts	\$26.22 M	\$177.97 M	\$325.38 M
	2018 Est. Education, Reading	\$14.96 M	\$101.19 M	\$186.04 M
	2018 Est. Entertainment	\$21.4 M	\$137.7 M	\$259.64 M
	2018 Est. Food, Beverages, Tobacco	\$58.14 M	\$363.6 M	\$698 M
	2018 Est. Furnishings, Equipment	\$13.13 M	\$86.01 M	\$160.68 M
	2018 Est. Health Care, Insurance	\$33.31 M	\$207.24 M	\$398.6 M
	2018 Est. Household Operations, Shelter, Utilities	\$117.97 M	\$751.19 M	\$1.43 B
	2018 Est. Miscellaneous Expenses	\$5.61 M	\$35.14 M	\$67.44 M
	2018 Est. Personal Care	\$4.94 M	\$31.42 M	\$59.77 M
	2018 Est. Transportation	\$72.1 M	\$455.78 M	\$869.03 M

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## 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.

1. "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 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:
  - a. Was acquired by the licensee 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.
7. "Dual agent" means a licensee who has entered into an agency relationship with both the buyer and seller in the same transaction.
8. "Licensee" means a real estate broker, associate real estate broker, or real estate salesperson, as those terms are defined in chapter 18.85 RCW.
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. "Principal" means a buyer or a seller who has entered into an agency relationship with a licensee.
11. "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
12. "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.
13. "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.
14. "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 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 relationship.

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

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

1. Regardless of whether the licensee is an agent, a licensee owes to all parties to whom the licensee renders real estate brokerage services the following duties, which may not be waived:
  - a. To exercise reasonable skill and care;
  - b. To deal honestly and in good faith;
  - c. To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;
  - d. To disclose all existing material facts known by the licensee and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the licensee has not agreed to investigate;
  - e. To account in a timely manner for all money and property received from or on behalf of either party;
  - f. To provide a pamphlet on the law of real estate agency in the form prescribed in RCW 18.86.120 to all parties to whom the licensee renders real estate brokerage services, before the party signs an agency agreement with the licensee, signs an offer in a real estate transaction handled by the licensee, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2) (e) or (f), whichever occurs earliest; and
  - g. To disclose in writing to all parties to whom the licensee renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the licensee, whether the licensee represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."
2. Unless otherwise agreed, a licensee owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the licensee to be reliable.

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

1. Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:
  - a. To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;
  - b. To timely disclose to the seller any conflicts of interest;
  - c. To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;
  - d. Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and
  - e. Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.
2. 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.**

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. Show properties as to which there is no written agreement to pay compensation to the buyer's agent.
      1. 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;
  - 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:
    - 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;
  - c. Termination of the relationship by mutual agreement of the parties; or
  - d. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.
2. Except as otherwise agreed to in writing, a licensee owes no further duty after termination of the agency relationship, other than the duties of:
  - a. Accounting for all moneys and property received during the relationship; and
  - b. Not disclosing confidential information.

**SECTION EIGHT -- RCW 18.86.080. Compensation.**

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

**SECTION NINE -- RCW 18.86.090. 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.
    - 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.
2. Unless otherwise agreed to in writing, a licensee does not have knowledge or notice of any facts known by a subagent that are not actually known by the licensee. This subsection does not limit the knowledge imputed to a real estate broker of any facts known by an associate real estate broker or real estate salesperson licensed to such broker.

**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.