

NOW LEASING | NEW RETAIL DEVELOPMENT

NE 117TH & 99TH

ORCHARDS/BRUSH PRAIRIE, WASHINGTON



LOCATION

NE 117th Ave & NE 99th St in Vancouver, WA

AVAILABLE

New retail pad site buildable up to 3,800 SF

PRICING

Call for details

COMMENTS

- Retail pad site adjacent to Starbucks and 7-Eleven with strong exposure and visibility to the street.
- Excellent location at a high traffic intersection with strong residential demographics.
- Pylon signage available on both 117th Avenue and 99th Street.



TRAFFIC COUNT DEMOGRAPHICS

117th Ave – 31,739 ADT (18)

	1 MILE	3 MILE	5 MILE
Estimated Population 2019	12,898	75,419	192,986
Population Forecast 2024	14,112	82,337	210,715
Average HH Income	\$73,478	\$76,627	\$82,359
Employees	2,758	20,970	56,349

Source: Regis – SitesUSA (2019)



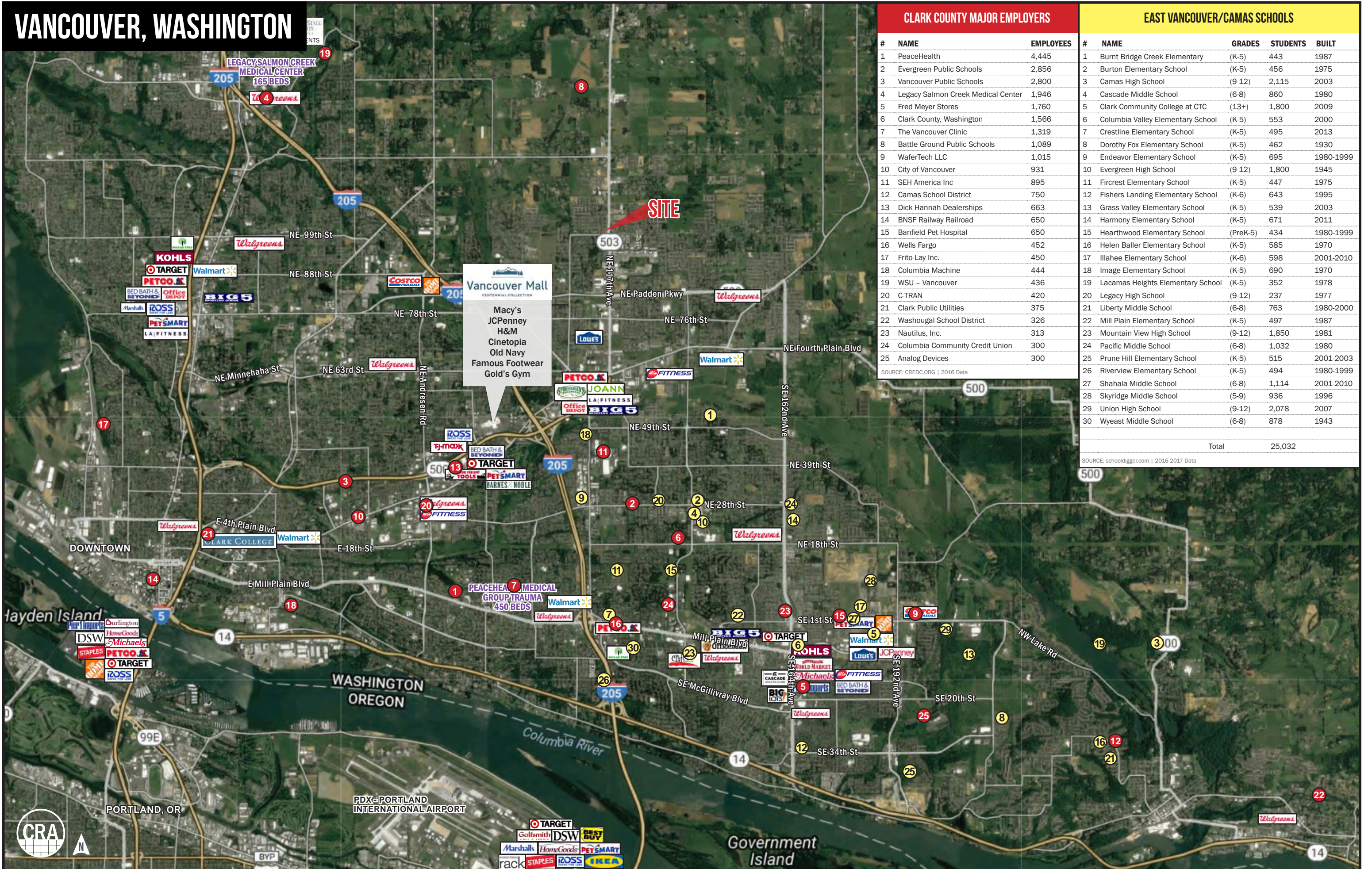
MAJ DEVELOPMENT CORPORATION



JEFF OLSON | jeff@cra-nw.com
KELLI MAK | kelli@cra-nw.com
 503.274.0211

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

VANCOUVER, WASHINGTON



CLARK COUNTY MAJOR EMPLOYERS

#	NAME	EMPLOYEES
1	PeaceHealth	4,445
2	Evergreen Public Schools	2,856
3	Vancouver Public Schools	2,800
4	Legacy Salmon Creek Medical Center	1,946
5	Fred Meyer Stores	1,760
6	Clark County, Washington	1,566
7	The Vancouver Clinic	1,319
8	Battle Ground Public Schools	1,089
9	WaferTech LLC	1,015
10	City of Vancouver	931
11	SEH America Inc	895
12	Camas School District	750
13	Dick Hannah Dealerships	663
14	BNSF Railway Railroad	650
15	Banfield Pet Hospital	650
16	Wells Fargo	452
17	Frito-Lay Inc.	450
18	Columbia Machine	444
19	WSU - Vancouver	436
20	C-TRAN	420
21	Clark Public Utilities	375
22	Washougal School District	326
23	Nautilus, Inc.	313
24	Columbia Community Credit Union	300
25	Analog Devices	300

SOURCE: CREDC.ORG | 2016 Data

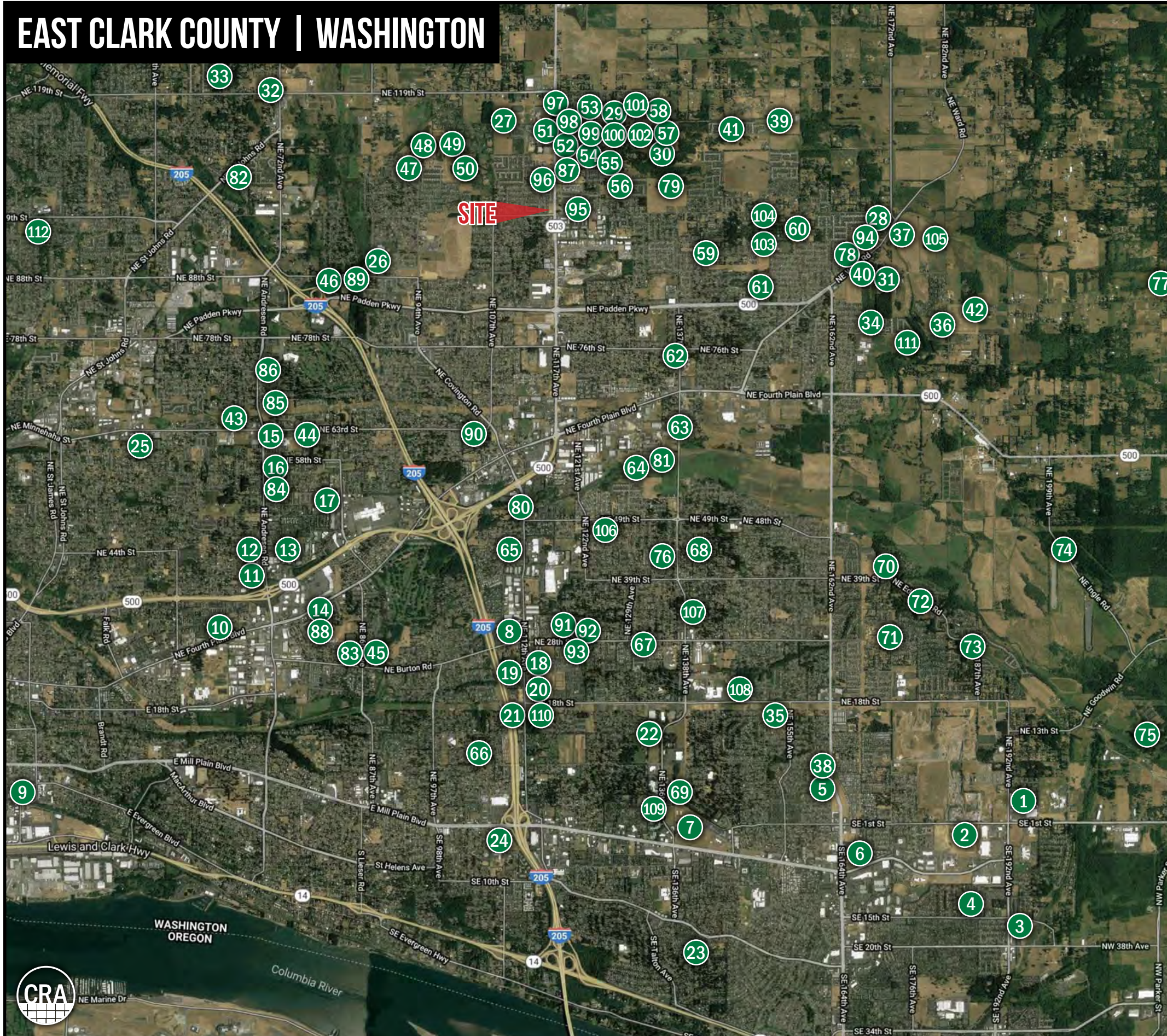
EAST VANCOUVER/CAMAS SCHOOLS

#	NAME	GRADES	STUDENTS	BUILT
1	Burnt Bridge Creek Elementary	(K-5)	443	1987
2	Burton Elementary School	(K-5)	456	1975
3	Camas High School	(9-12)	2,115	2003
4	Cascade Middle School	(6-8)	860	1980
5	Clark Community College at CTC	(13+)	1,800	2009
6	Columbia Valley Elementary School	(K-5)	553	2000
7	Crestline Elementary School	(K-5)	495	2013
8	Dorothy Fox Elementary School	(K-5)	462	1930
9	Endeavor Elementary School	(K-5)	695	1980-1999
10	Evergreen High School	(9-12)	1,800	1945
11	Fircrest Elementary School	(K-5)	447	1975
12	Fishers Landing Elementary School	(K-6)	643	1995
13	Grass Valley Elementary School	(K-5)	539	2003
14	Harmony Elementary School	(K-5)	671	2011
15	Hearthwood Elementary School	(PreK-5)	434	1980-1999
16	Helen Baller Elementary School	(K-5)	585	1970
17	Illahee Elementary School	(K-6)	598	2001-2010
18	Image Elementary School	(K-5)	690	1970
19	Lacamas Heights Elementary School	(K-5)	352	1978
20	Legacy High School	(9-12)	237	1977
21	Liberty Middle School	(6-8)	763	1980-2000
22	Mill Plain Elementary School	(K-5)	497	1987
23	Mountain View High School	(9-12)	1,850	1981
24	Pacific Middle School	(6-8)	1,032	1980
25	Prune Hill Elementary School	(K-5)	515	2001-2003
26	Riverview Elementary School	(K-5)	494	1980-1999
27	Shahala Middle School	(6-8)	1,114	2001-2010
28	Skyridge Middle School	(5-9)	936	1996
29	Union High School	(9-12)	2,078	2007
30	Wyeast Middle School	(6-8)	878	1943
Total			25,032	

SOURCE: schooldigger.com | 2016-2017 Data



EAST CLARK COUNTY | WASHINGTON



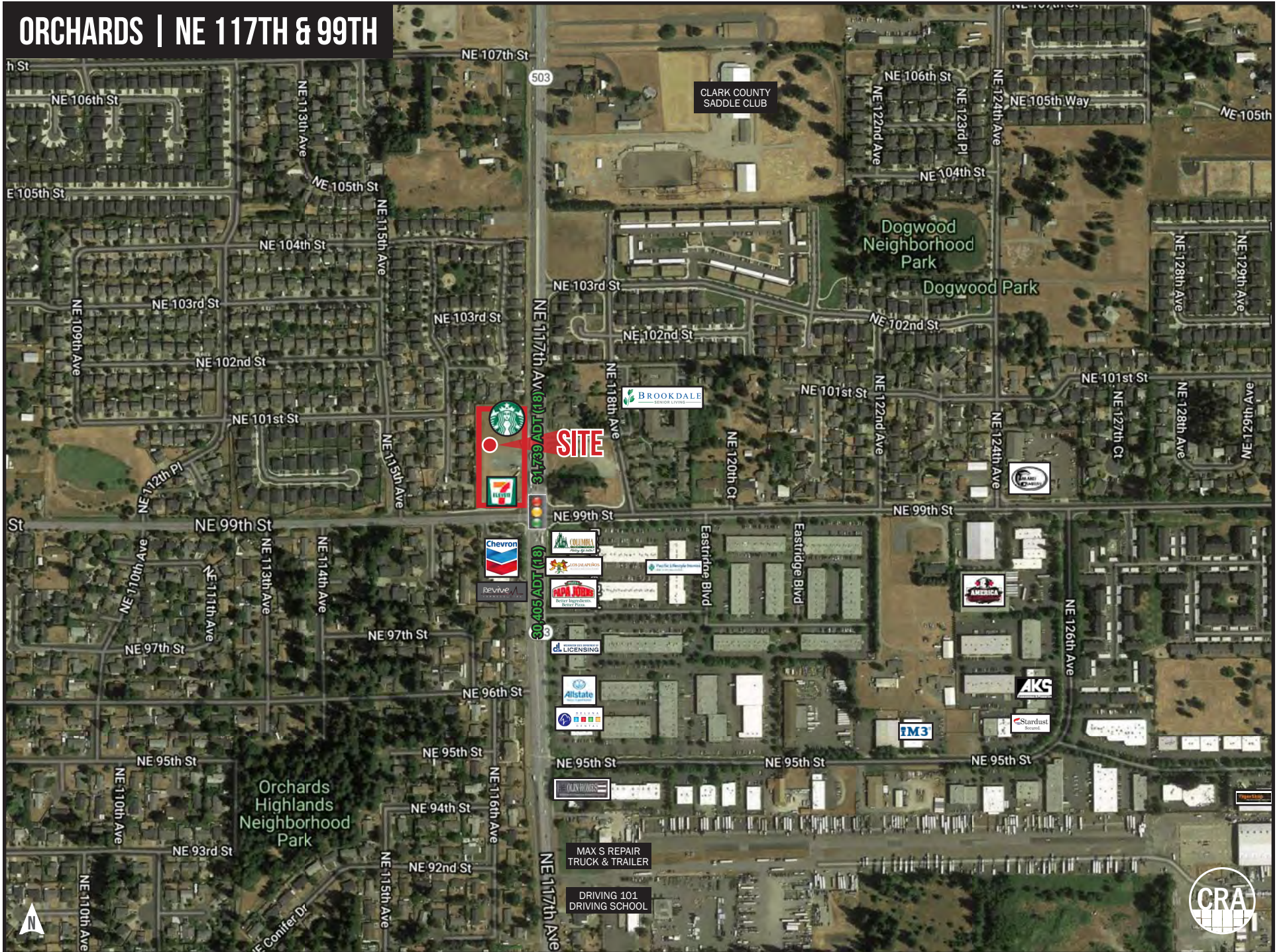
New Housing Developments

1. 4-Story Apartments *	81 Units	59. Heritage Commons	20 Lots
2. The Reserve Apartments	106 Units	60. Kimber Estates	12 Lots
3. 192nd Lofts	163 Units	61. Cedars on Salmon Creek	12 Lots
4. Subdivision *	11 Lots	62. Kelly Square Townhomes	25 Units
5. Cedars at Fisher's Grange *	26 Lots	63. Meadowlark Place	22 Units
6. Mill Plain Apartments	179 Units	64. Woodhaven	106 Lots
7. The Landing at Vancouver	250 Units	65. Janelle's Place	39 Units
8. Mountain View Place Apartments	53 Units	66. Christmas Village	11 Lots
9. Evergreen Place Apartments	21 Units	67. Woodridge Park	122 Lots
10. Issabella Court II Apartments *	49 Units	68. Brady Manor	13 Lots
11. Sunlight Estates	88 Units	69. The Village at Evergreen Landing	131 Lots
12. LaVonne Apartments	75 Units	70. Kole's Landing	46 Lots
13. Haven Park Apartments	48 Units	71. Pacific Village Subdivision	90 Lots
14. Sea Mar Housing	70 Units	72. Fields Hollow	34 Lots
15. Andresen Lofts *	26 Units	73. 28th Street Subdivision	12 Lots
16. Cascade Apartments *	12 Units	74. Green Mountain	1,521 Units
17. 81st Avenue Apartments *	20 Units	75. Camas Meadows	173 Units
18. Four Seasons Landing *	15 Lots	76. Camas Meadows	46 Lots
19. Four Seasons Crossing *	20 Lots	76. Evergreen Place	17 Lots
20. Four Seasons Apartments *	237 Units	77. Livingston Acres	6 Lots
21. Block 1618 Apartments *	61 Units	78. Hockinson Park Estates	75 Lots
22. Acero Parkside *	256 Units	79. Austin Heritage PUD *	221 Lots
23. Bella Vista Subdivision *	22 Lots	80. Affinity at Vancouver *	170 Units
24. Ellsworth Multi-Family *	163 Units	81. Drakes Landing	34 Units
25. NE 60th Street Subdivision *	21 Lots	81. Drakes Landing	7 Lots
26. Cedar 49 Subdivision	12 Lots	82. Luca Glen *	38 Lots
27. Cody Subdivision *	59 Lots	83. 86th Avenue Townhomes	9 Units
28. Hockinson Brook Subdivision *	24 Lots	84. Steen Apartments *	28 Units
29. Orchards Townhomes *	35 Lots	85. Koles Landing	31 Units
30. Plateau Manor Subdivision *	93 Lots	86. Village Seventy	22 Lots
31. Adam's Glen	86 Lots	87. NE 117th Ave	92 Units
32. Amberglen	60 Lots	87. NE 117th Ave	14 Lots
33. Green Valley	32 Lots	88. The Pacific Apartments *	18 Units
34. Hockinson Meadows	83 Lots	89. Hess Subdivision	8 Lots
35. Stonebriar	111 Lots	90. NE 102nd Ave Subdivision	16 Lots
36. Velvet Acres	122 Lots	91. Haynes Short Plat	5 Lots
37. Ramey Lane	147 Lots	92. Wind River Estates	8 Lots
38. Fisher's Hollow	26 Lots	93. Villas on 28th Street *	170 Units
39. Urban Oaks	127 Lots	94. Ward Road Project	38 Units
40. Granton Park	TBD	94. Ward Road Project	93 Lots
41. Field View Estates	TBD	95. Kensington Lane	8 Lots
42. Fifth Plain Creek	113 Lots	96. 107th Street Short Plat *	6 Lots
43. Quail Grove	18 Lots	97. RRC Group Apartments	120 Units
44. Sunrise Grove	47 Lots	98. Orchards Estates Short Plat	9 Lots
45. The Oaks	110 Lots	99. Lexie's Alyssum Meadows	15 Lots
46. Meritt's Hideaway III	14 Lots	100. Moonlight	31 Lots
47. Rivendell	278 Lots	101. Avalon Grand	53 Lots
48. Frasier Downs	72 Lots	102. Rachel's Ranch	40 Lots
49. Glenwood Hollow	83 Lots	103. Cosgrove Short Plat	6 Lots
50. Urban Pointe	17 Lots	104. Tamarack Terrace	15 Lots
51. Prairie Park Commons	31 Units	105. Arendelle Estates Cluster *	8 Lots
52. Sutherland	33 Lots	106. Cherry Lane Infill	8 Units
53. The Gardens	125 Units	107. Parkside Greens	13 Lots
54. Prairie Crossing	23 Lots	108. Ryley's Place	9 Lots
55. Orchards View Estates	33 Lots	109. 136th Ave Place	6 Lots
56. Peacock Manor	14 Lots	110. Four Seasons South PUD *	70 Lots
57. Parkers Abby	175 Lots	111. Harder Acres	76 Lots
58. Stonehaven	31 Lots	112. NE 99th Street Subdivision	47 Lots

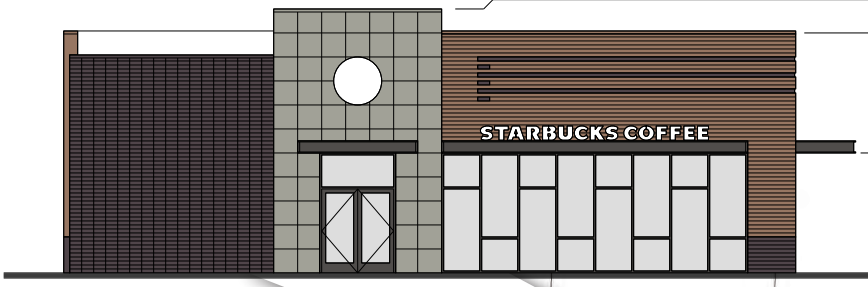
*Proposed

Sources: cityofvancouver.us; clark.wa.gov; newhometrends.com

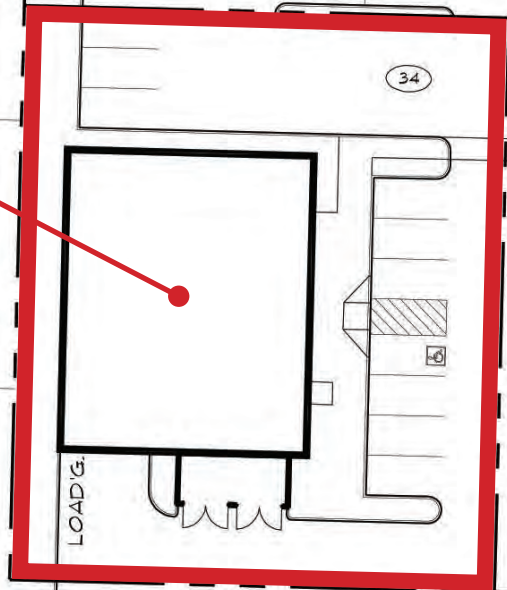
ORCHARDS | NE 117TH & 99TH



SITE PLAN | NE 117TH AVE & NE 99TH ST



**RETAIL PAD
BUILDABLE UP TO
3,800 SF**

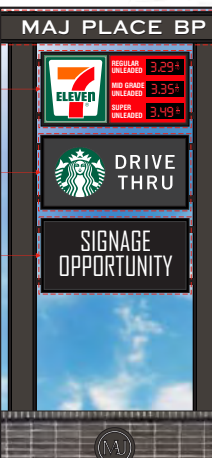


182' STACKING

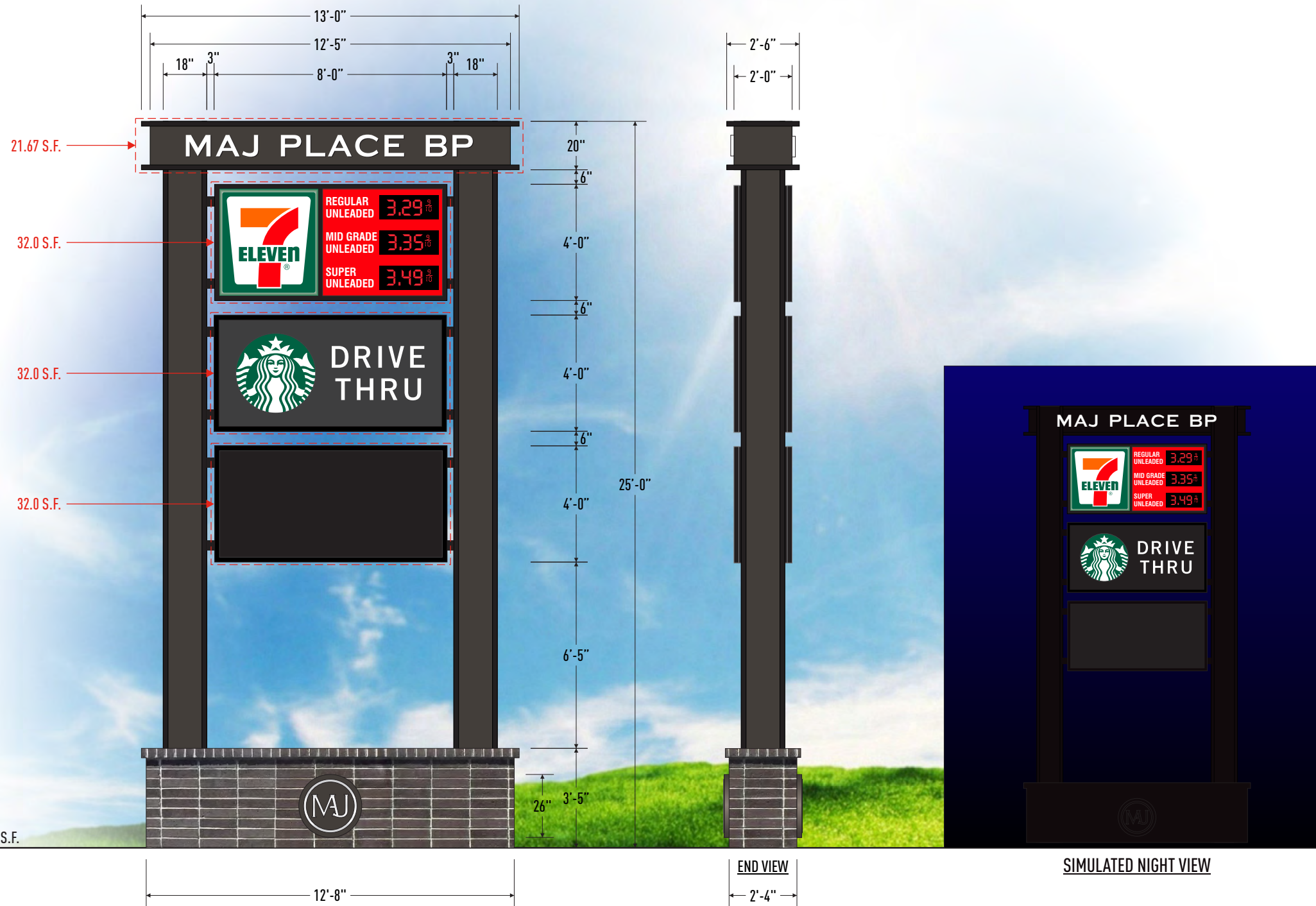


NE 117th Ave

NE 99th St



SPECIFICATIONS | MULTI-TENANT PYLONS



A DISPLAY DETAILS - 117.67 S.F.
Scale: 1/4" = 1'-0"

2424 SE Holgate Boulevard
Portland, Oregon 97202
503-232-4172

SECURITY SIGNS
Quality Since 1975

securitysigns.com

OR CCB# 122809
WA SECUR1020CF



Account Manager: Kevin Keljo

Project Name

MAJ
GRESHAM

MAJ Place BP
9914 NE 117th Ave
Vancouver, WA

Sign Type A
Illuminated
Manufacture and install two (2) D/F Multi-Tenant Pylon Displays

- 1** Center ID Cabinet
Fabricated aluminum. Painted MP Satin Black & Deep River Grey. Copy is 3/4" push-thru acrylic with 3M 230-20 White applied 1st surface and white diffuser 2nd surface with LED illumination.
- 2** Tenant Cabinet
Construction: Fabricated aluminum painted MP Satin Black. 2" Retainers
Face: .150" White polycarb 3M Matte Black vinyl overlays
Illumination: White LEDs
- 3** Columns
Fabricated aluminum, trim painted MP Satin Black and Deep River Grey
- 4** MAJ Medallion
Frame: 2" deep angle w/ dark tinted finish, brushed stainless steel, horizontal grain
Face: .090" aluminum w/ dark tinted, brushed stainless steel, horizontal grain
Logo: .25" brushed stainless steel, horizontal grain
- 5** Base
Construction: Decorative masonry brick
- 6** INSTALLATION
Pole: 8" Square
Installation: Poured concrete footing, pending engineering

Client Approval: _____

Landlord Approval: _____

COLORS + MATERIALS

- MASONRY BRICK
- SATIN BLACK
- WHITE ACRYLIC/POLY
- 3M 220-22 MATTE BLACK
- ALUMINUM CLEAR COAT HORIZONTAL GRAIN
- MATTHEWS PAINT MP07102 DEEP RIVER

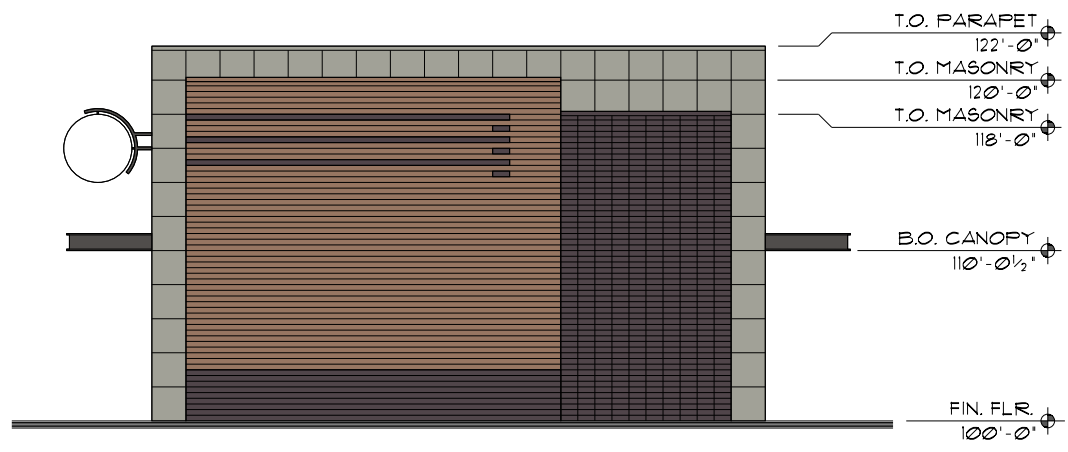
CITY CODE ALLOWANCE
156SF MAX AREA, 25' OAH

NOTE(S): ENGINEERING REQUIRED

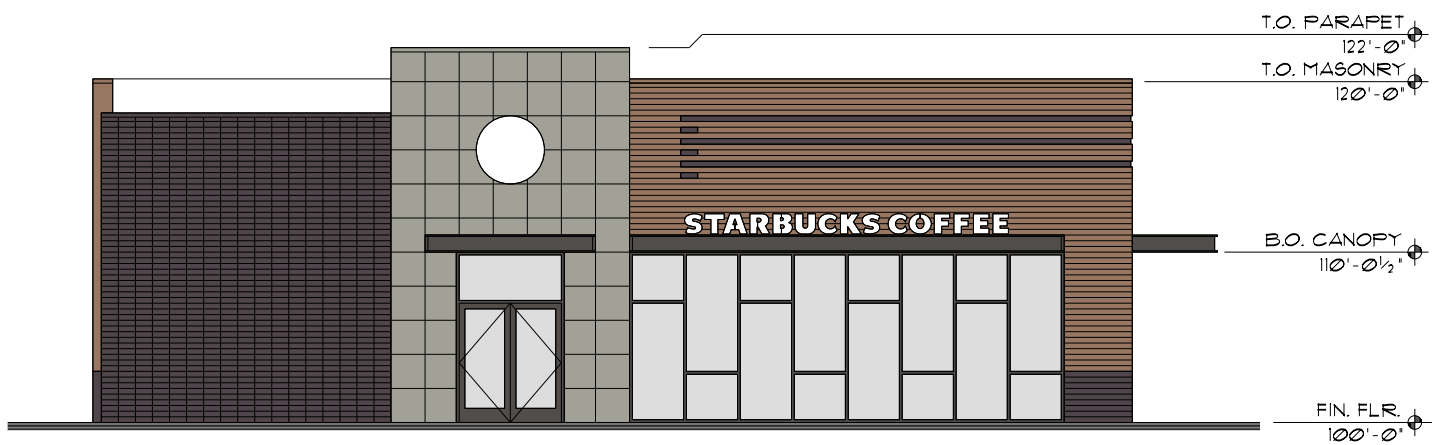
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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

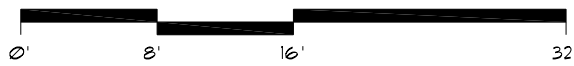
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Drawing: 19-ss207



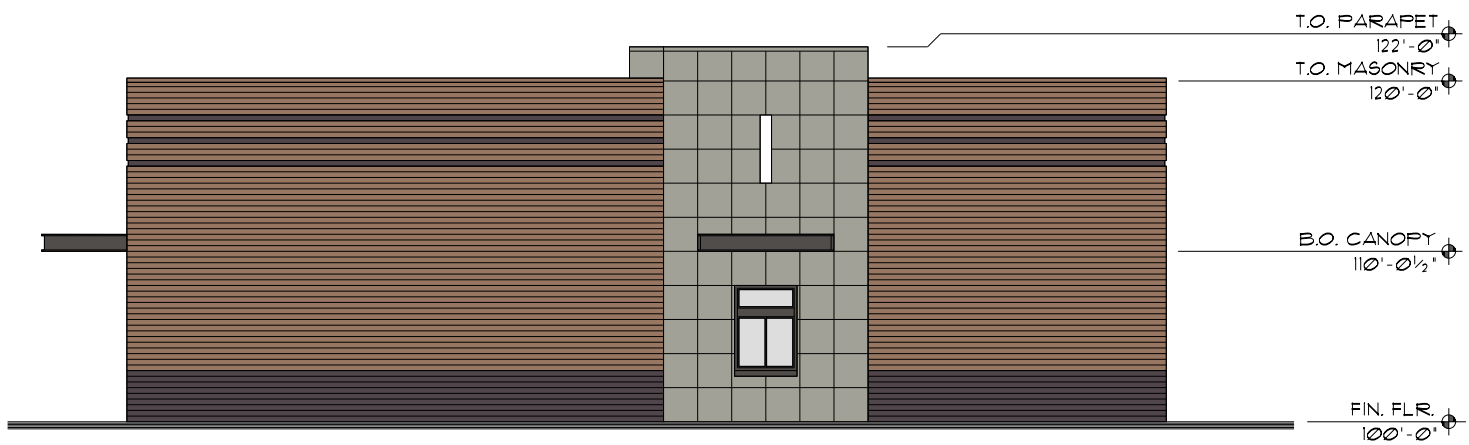
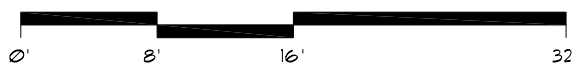
1 NORTH ELEVATION



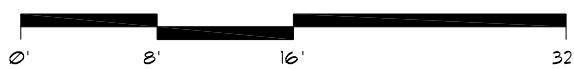
2 WEST ELEVATION



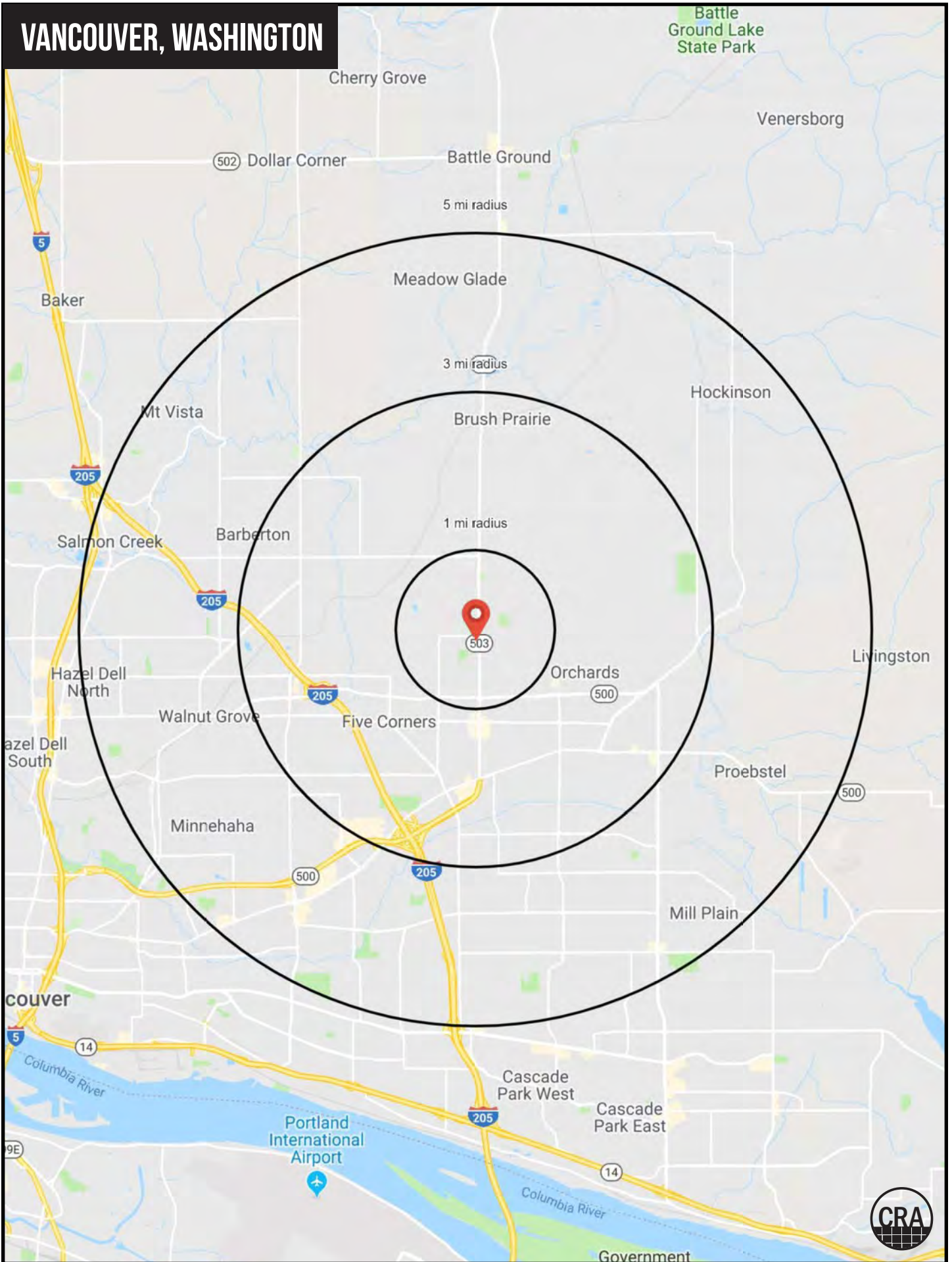
3 SOUTH ELEVATION



4 EAST ELEVATION



VANCOUVER, WASHINGTON



FULL PROFILE

2000-2010 Census, 2019 Estimates with 2024 Projections

Calculated using Weighted Block Centroid from Block Groups



Lat/Lon: 45.6943/-122.5536

RF1

NE 117th and NE 99th

Vancouver, WA 98662

1 mi radius 3 mi radius 5 mi radius

	1 mi radius	3 mi radius	5 mi radius	
POPULATION	2019 Estimated Population	12,898	75,419	192,986
	2024 Projected Population	14,112	82,337	210,715
	2010 Census Population	9,114	61,860	166,123
	2000 Census Population	6,357	47,701	132,367
	Projected Annual Growth 2019 to 2024	1.9%	1.8%	1.8%
	Historical Annual Growth 2000 to 2019	5.4%	3.1%	2.4%
HOUSEHOLDS	2019 Estimated Households	4,388	26,900	71,265
	2024 Projected Households	4,687	28,736	76,174
	2010 Census Households	2,974	21,576	59,994
	2000 Census Households	2,073	16,495	46,980
	Projected Annual Growth 2019 to 2024	1.4%	1.4%	1.4%
	Historical Annual Growth 2000 to 2019	5.9%	3.3%	2.7%
AGE	2019 Est. Population Under 10 Years	14.8%	13.8%	13.3%
	2019 Est. Population 10 to 19 Years	15.6%	14.5%	14.0%
	2019 Est. Population 20 to 29 Years	12.9%	13.6%	14.0%
	2019 Est. Population 30 to 44 Years	22.1%	21.3%	20.4%
	2019 Est. Population 45 to 59 Years	18.6%	18.3%	18.7%
	2019 Est. Population 60 to 74 Years	12.9%	13.8%	14.5%
	2019 Est. Population 75 Years or Over	3.2%	4.7%	5.1%
	2019 Est. Median Age	33.7	35.0	35.7
MARITAL STATUS & GENDER	2019 Est. Male Population	50.0%	49.7%	49.3%
	2019 Est. Female Population	50.0%	50.3%	50.7%
	2019 Est. Never Married	27.3%	28.8%	29.3%
	2019 Est. Now Married	52.5%	49.1%	48.6%
	2019 Est. Separated or Divorced	14.9%	16.7%	17.3%
	2019 Est. Widowed	5.3%	5.4%	4.9%
INCOME	2019 Est. HH Income \$200,000 or More	6.2%	3.6%	4.3%
	2019 Est. HH Income \$150,000 to \$199,999	6.6%	5.7%	6.8%
	2019 Est. HH Income \$100,000 to \$149,999	21.6%	19.1%	18.3%
	2019 Est. HH Income \$75,000 to \$99,999	16.5%	19.4%	18.1%
	2019 Est. HH Income \$50,000 to \$74,999	19.3%	21.1%	20.4%
	2019 Est. HH Income \$35,000 to \$49,999	11.0%	11.5%	12.2%
	2019 Est. HH Income \$25,000 to \$34,999	5.9%	6.6%	6.9%
	2019 Est. HH Income \$15,000 to \$24,999	9.2%	7.8%	7.1%
	2019 Est. HH Income Under \$15,000	3.9%	5.0%	5.9%
	2019 Est. Average Household Income	\$73,478	\$76,627	\$82,359
	2019 Est. Median Household Income	\$77,381	\$72,944	\$73,640
	2019 Est. Per Capita Income	\$25,033	\$27,388	\$30,471
2019 Est. Total Businesses	347	2,341	6,006	
2019 Est. Total Employees	2,758	20,970	56,349	

This report was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty.

FULL PROFILE

2000-2010 Census, 2019 Estimates with 2024 Projections

Calculated using Weighted Block Centroid from Block Groups



Lat/Lon: 45.6943/-122.5536

RF1

NE 117th and NE 99th

Vancouver, WA 98662

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
RACE	2019 Est. White	83.9%	81.7%	80.1%
	2019 Est. Black	2.0%	2.5%	3.1%
	2019 Est. Asian or Pacific Islander	5.4%	6.0%	6.3%
	2019 Est. American Indian or Alaska Native	0.6%	0.8%	0.8%
	2019 Est. Other Races	8.0%	8.9%	9.8%
HISPANIC	2019 Est. Hispanic Population	1,050	7,877	21,758
	2019 Est. Hispanic Population	8.1%	10.4%	11.3%
	2024 Proj. Hispanic Population	8.6%	11.0%	11.8%
	2010 Hispanic Population	6.7%	8.4%	8.7%
EDUCATION (Adults 25 or Older)	2019 Est. Adult Population (25 Years or Over)	8,192	49,375	127,560
	2019 Est. Elementary (Grade Level 0 to 8)	2.3%	3.2%	3.0%
	2019 Est. Some High School (Grade Level 9 to 11)	4.1%	5.9%	5.6%
	2019 Est. High School Graduate	27.1%	28.1%	26.1%
	2019 Est. Some College	28.4%	28.6%	28.6%
	2019 Est. Associate Degree Only	13.2%	11.6%	11.6%
	2019 Est. Bachelor Degree Only	18.0%	15.6%	17.2%
	2019 Est. Graduate Degree	6.8%	7.0%	8.0%
HOUSING	2019 Est. Total Housing Units	4,444	27,379	72,573
	2019 Est. Owner-Occupied	70.3%	67.9%	62.5%
	2019 Est. Renter-Occupied	28.4%	30.4%	35.7%
	2019 Est. Vacant Housing	1.2%	1.8%	1.8%
HOMES BUILT BY YEAR	2019 Homes Built 2010 or later	13.1%	9.3%	8.3%
	2019 Homes Built 2000 to 2009	26.5%	20.8%	19.9%
	2019 Homes Built 1990 to 1999	24.1%	28.0%	25.5%
	2019 Homes Built 1980 to 1989	11.4%	11.9%	12.3%
	2019 Homes Built 1970 to 1979	16.0%	17.0%	17.8%
	2019 Homes Built 1960 to 1969	3.2%	5.1%	6.4%
	2019 Homes Built 1950 to 1959	2.2%	2.5%	3.7%
	2019 Homes Built Before 1949	2.2%	3.7%	4.4%
HOME VALUES	2019 Home Value \$1,000,000 or More	1.5%	0.9%	0.8%
	2019 Home Value \$500,000 to \$999,999	11.3%	13.9%	14.5%
	2019 Home Value \$400,000 to \$499,999	24.3%	16.0%	15.2%
	2019 Home Value \$300,000 to \$399,999	39.3%	27.8%	28.4%
	2019 Home Value \$200,000 to \$299,999	56.8%	49.1%	45.0%
	2019 Home Value \$150,000 to \$199,999	7.4%	8.0%	6.8%
	2019 Home Value \$100,000 to \$149,999	2.5%	2.9%	2.9%
	2019 Home Value \$50,000 to \$99,999	1.3%	2.5%	1.9%
	2019 Home Value \$25,000 to \$49,999	1.0%	1.7%	1.3%
	2019 Home Value Under \$25,000	1.8%	1.7%	1.4%
	2019 Median Home Value	\$299,306	\$298,129	\$311,609
2019 Median Rent	\$1,123	\$1,175	\$1,152	

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NE 117th and NE 99th

Vancouver, WA 98662

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
LABOR FORCE	2019 Est. Labor Population Age 16 Years or Over	9,705	58,201	150,515
	2019 Est. Civilian Employed	65.8%	63.6%	62.9%
	2019 Est. Civilian Unemployed	2.2%	2.9%	2.8%
	2019 Est. in Armed Forces	-	-	0.1%
	2019 Est. not in Labor Force	32.0%	33.4%	34.2%
	2019 Labor Force Males	49.3%	49.0%	48.7%
	2019 Labor Force Females	50.7%	51.0%	51.3%
OCCUPATION	2019 Occupation: Population Age 16 Years or Over	6,387	37,004	94,673
	2019 Mgmt, Business, & Financial Operations	13.6%	13.8%	14.1%
	2019 Professional, Related	19.8%	18.2%	19.8%
	2019 Service	16.3%	16.8%	17.5%
	2019 Sales, Office	26.4%	24.9%	23.5%
	2019 Farming, Fishing, Forestry	-	0.2%	0.2%
	2019 Construction, Extraction, Maintenance	11.1%	10.7%	9.9%
	2019 Production, Transport, Material Moving	12.7%	15.3%	14.9%
	2019 White Collar Workers	59.8%	56.9%	57.4%
	2019 Blue Collar Workers	40.2%	43.1%	42.6%
TRANSPORTATION TO WORK	2019 Drive to Work Alone	81.5%	82.1%	80.2%
	2019 Drive to Work in Carpool	9.4%	8.9%	9.2%
	2019 Travel to Work by Public Transportation	1.5%	1.6%	1.8%
	2019 Drive to Work on Motorcycle	-	-	-
	2019 Walk or Bicycle to Work	0.3%	1.1%	1.5%
	2019 Other Means	0.4%	0.6%	0.5%
	2019 Work at Home	6.9%	5.6%	6.8%
TRAVEL TIME	2019 Travel to Work in 14 Minutes or Less	22.0%	22.0%	22.6%
	2019 Travel to Work in 15 to 29 Minutes	40.0%	43.8%	42.1%
	2019 Travel to Work in 30 to 59 Minutes	32.9%	28.0%	28.4%
	2019 Travel to Work in 60 Minutes or More	8.2%	8.5%	8.4%
	2019 Average Travel Time to Work	23.0	22.0	22.3
CONSUMER EXPENDITURE	2019 Est. Total Household Expenditure	\$249.46 M	\$1.58 B	\$4.37 B
	2019 Est. Apparel	\$8.81 M	\$55.33 M	\$153.88 M
	2019 Est. Contributions, Gifts	\$13.94 M	\$86.68 M	\$243.19 M
	2019 Est. Education, Reading	\$7.74 M	\$47.25 M	\$134.21 M
	2019 Est. Entertainment	\$14.14 M	\$88.79 M	\$246.84 M
	2019 Est. Food, Beverages, Tobacco	\$38.47 M	\$244.29 M	\$675.19 M
	2019 Est. Furnishings, Equipment	\$8.79 M	\$55.3 M	\$153.66 M
	2019 Est. Health Care, Insurance	\$22.91 M	\$146.05 M	\$402.99 M
	2019 Est. Household Operations, Shelter, Utilities	\$80.49 M	\$510.46 M	\$1.42 B
	2019 Est. Miscellaneous Expenses	\$4.69 M	\$29.6 M	\$82.27 M
	2019 Est. Personal Care	\$3.35 M	\$21.19 M	\$58.77 M
	2019 Est. Transportation	\$46.13 M	\$291.97 M	\$806.83 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.