

FOR LEASE

EVERGREEN MARKETPLACE

WASHOUGAL, WASHINGTON



LOCATION NEC of Evergreen Way (D Street) & 32nd Street in Washougal, Washington

AVAILABLE SPACE 1,180 SF | 1,991 SF | 2,188 SF

RENTAL RATE Call for details

COMMENTS

- Signalized intersection.
- 118,000 SF center.
- Co-tenants include: Safeway, Rite Aid, Subway & The UPS Store.
- Only national grocery anchored center in the market.
- Located in high growth area – projected annual household increase of 1.7% within 1 mile.

TRAFFIC COUNT Evergreen Way – 9,501 ADT (16) | 32nd Street – 8,000 ADT (16)

DEMOGRAPHICS

	1 MILE	3 MILE	5 MILE
Estimated Population	7,009	20,139	54,817
Population Forecast 2023	7,705	22,163	59,428
Average HH Income	\$93,011	\$94,985	\$102,155
Employees	2,730	4,751	18,770

Source: Regis – SitesUSA (2018)



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EAST VANCOUVER, WA | DEVELOPMENT ACTIVITY



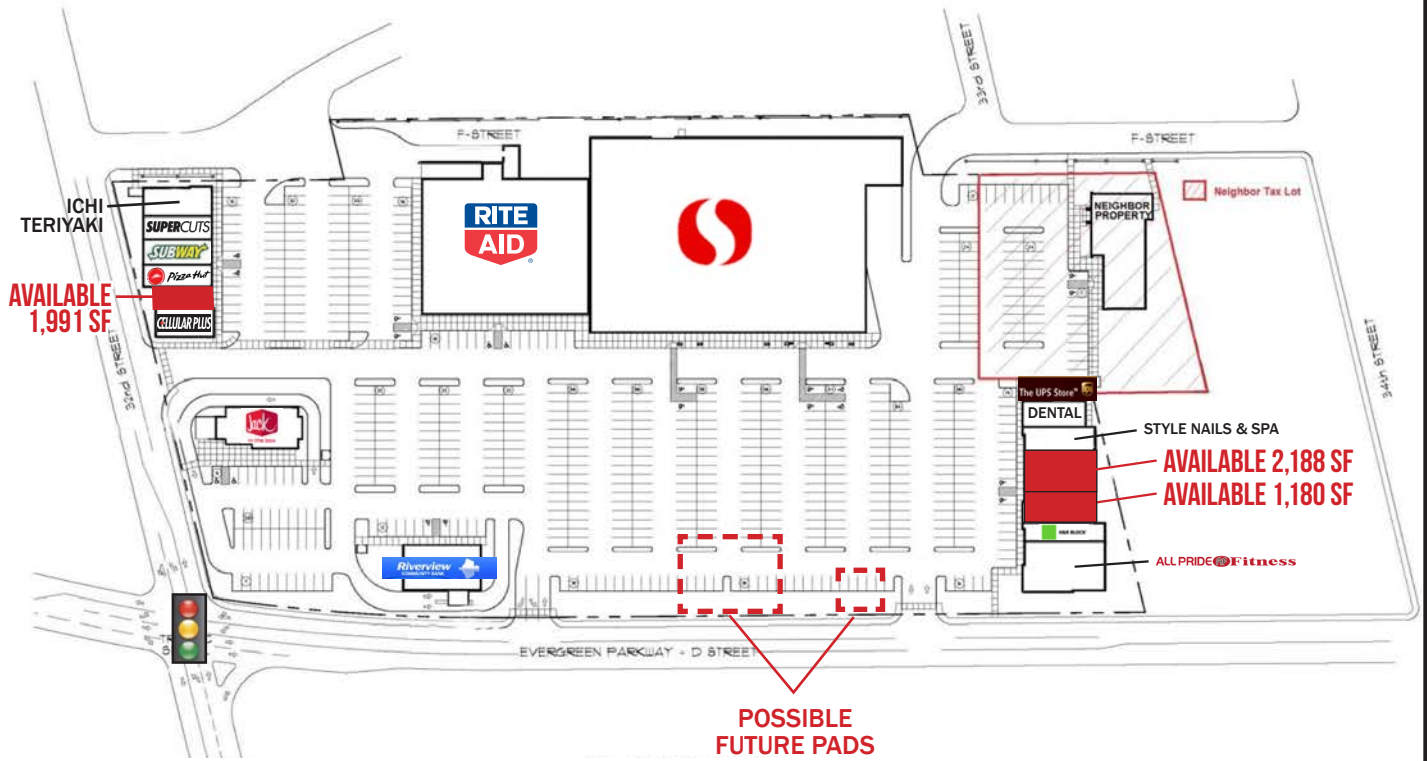
Schools	
1.	Camas High School (9-12) 1,950 students, Built 2003
2.	Dorothy Fox Elementary (K-5) 535 students, Built 1930
3.	Fishers Landing Elementary (K-6) 700 students, Built 1995
4.	Helen Baller Elementary (K-4) 576 students, Built 1970
5.	Illahee Elementary (K-6) 744 students, Built 2001-10
6.	J.D. Zellerbach Elementary (PreK-5) 650 students, Built 1978
7.	Lacamas Heights Elementary (K-5) 440 students, Built 1978
8.	New Camas High School (9-12) 1,789 students, Built 2003
9.	Prune Hill Elementary (K-5) 611 students, Built 2001-3
10.	Shahala Middle School (6-8) 1,108 students, Built 2001-10
11.	Skyridge Middle School (5-9) 813 students, Built 1996
12.	Union High School (9-12) 2,092 students, Built 2007
13.	Mt View High School (9-12) 1,829 students, Built 1981
14.	Evergreen High School (9-12) 1,832 students, Built 1945
15.	Pacific Middle School (6-8) 1,098 students, Built 1980
16.	Cascade Middle School (6-8) 966 students, Built 1980
17.	Wyeast Middle School (6-8) 858 students, Built 1943
18.	Mill Plain Elementary School (K-5) 459 students, Built 1987
19.	Burton Elementary School (K-5) 456 students, Built 1975
20.	Image Elementary School (K-5) 617 students, Built 1970
21.	Orchards Elementary School (K-5) 619 students, Built 2005-9
22.	Clark Community College at CTC 1,800 students, Built 2011
Total – 22,542 students	

Major Employers and Business Parks	
1.	Columbia Tech Center Business Park
2.	Peace Health SW Medical Center
3.	Evergreen School District
4.	Hewlett Packard
5.	City University (includes students)
6.	Wafertech
7.	Port of Camas/Washougal Ind Park
8.	Georgia Pacific
9.	Kaiser Permanente
10.	Fisher Investments*
11.	Camas School District
12.	Nautilus Inc
13.	Sharp Microelectronics*
14.	Underwriters Laboratories
15.	C-Tech
16.	Linear Technology*
17.	Pendleton Woolen Mills
18.	Glacier NW
19.	City of Camas
20.	Family Physicians
21.	First Aid Only
22.	ControlTek
23.	Tidland Corp
24.	PeaceHealth
25.	Integra*
26.	Banfield Pet Hospital HQ
*EXPANDING	

Housing Developments (164th to Camas)		
1.	192nd Ave Station Lofts	80
2.	Beckinridge	80
3.	Carson Estates	18
4.	Columbia River Crossing	9
5.	Dove Hill	32
6.	Fisher's Pointe	15
7.	Forest Glen	13
8.	Glenwood Heights	9
9.	Grand View Place	154
10.	Hidden Leaf II	7
11.	Hidden Meadows	60
12.	Ilwaco Estates	5
13.	Knight's Court	12
14.	Lacamas Estates	15
15.	Lacamas Meadows	170
16.	Lakeridge North	113
17.	Lakes at Fisher's Landing	86
18.	Pebble Creek	33
19.	Renaissance at Hiddenbrook	28
20.	Stoneleaf	52
21.	Summit at Columbia Vista I & II	84
22.	Summit at Columbia Vista III & IV	60
23.	The Reserve at CTC	412
24.	Thomas Estates	52
25.	Village at Logan Place	34
26.	Vista Pointe	9
27.	Westridge Lofts	108
28.	Lacamas Prairie Estates	176
Total		1,926



SITE PLAN | EVERGREEN MARKETPLACE



BUILDING AREA
117,747 SF



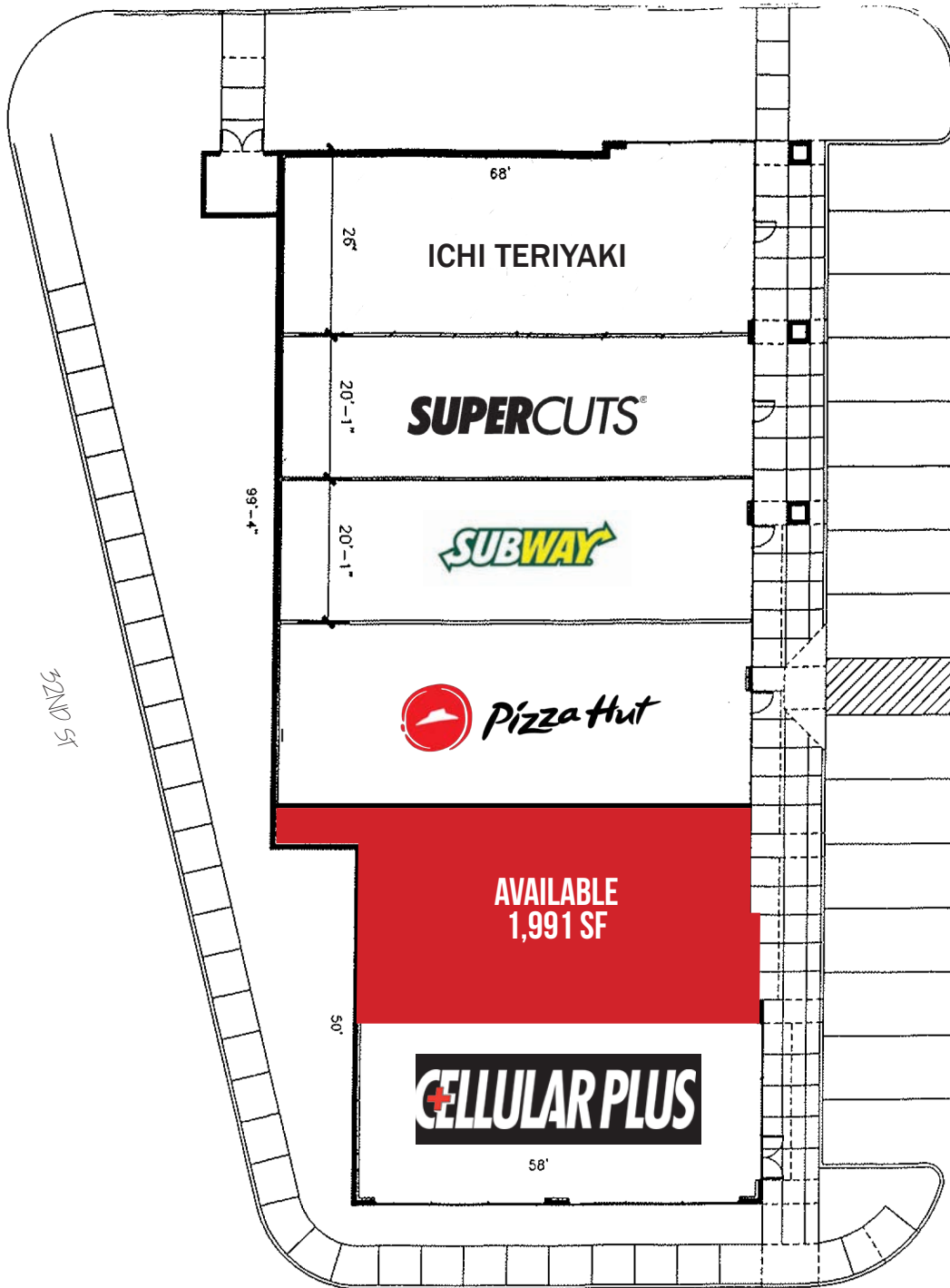
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PARKING SPACES



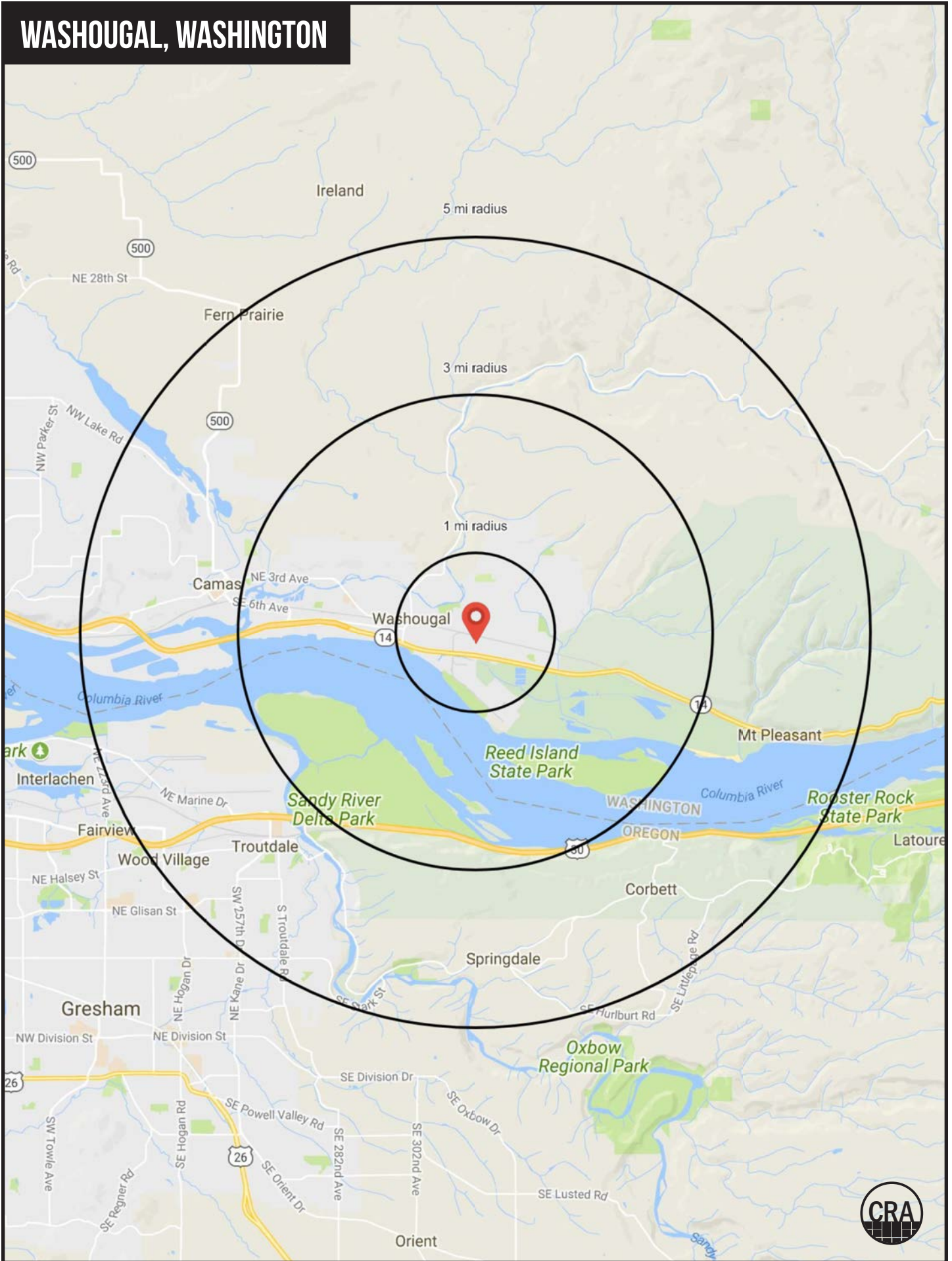
SQ FT	ADDRESS	TENANT	DBA
55,622	3307 Evergreen Way, Bldg 5	Safeway, Inc.	Safeway #1687
23,180	3307 Evergreen Way, Bldg 4	Thrifty Payless, Inc.	Rite Aid #4067
3,228	3307 Evergreen Way, #100	Riverview Community Bank	
3,000	3307 Evergreen Way, #201	Jack In The Box, Inc.	Jack in the Box #8328
1,991	3307 Evergreen Way, #301A	VACANT	
1,600	3307 Evergreen Way, #301B	Cellular Plus	
1,355	3307 Evergreen Way, #301D	NPC International, Inc.	Pizza Hut #23282
1,360	3307 Evergreen Way, #302	Subway Real Estate Corp.	Subway #23282
1,360	3307 Evergreen Way, #303	Supercuts Corporate Shops, Inc.	Supercuts #9698
1,800	3307 Evergreen Way, #304	Lee, Nick H and Junghee Lee	Ichi Teriyaki, #26
5,500	3307 Evergreen Way, #701	Affinity Fitness, Inc.	All Pride Fitness
1,282	3307 Evergreen Way, #702	H&R Block	
1,180	3307 Evergreen Way, #703	VACANT	
2,188	3307 Evergreen Way, #704	VACANT	
1,440	3307 Evergreen Way, #705	Nguyen, Hong	Style Nails & Spa
1,740	3307 Evergreen Way, #706	Farah, Dr. Ayman & Ms. Gina Farah	Orchard Hills Dental
1,395	RKR Enterprises, LLC	UPS Store, The	The UPS Store #5948

SITE PLAN | BUILDING B

F 51



WASHOUGAL, WASHINGTON



FULL PROFILE

2000-2010 Census, 2018 Estimates with 2023 Projections

Calculated using Weighted Block Centroid from Block Groups



Lat/Lon: 45.5784/-122.3369

RF1

Evergreen Marketplace		1 mi radius	3 mi radius	5 mi radius
Washougal, WA 98671				
POPULATION	2018 Estimated Population	7,009	20,139	54,817
	2023 Projected Population	7,705	22,163	59,428
	2010 Census Population	6,401	18,253	49,720
	2000 Census Population	5,076	12,687	38,398
	Projected Annual Growth 2018 to 2023	2.0%	2.0%	1.7%
	Historical Annual Growth 2000 to 2018	2.1%	3.3%	2.4%
HOUSEHOLDS	2018 Estimated Households	2,581	7,411	19,710
	2023 Projected Households	2,798	8,040	21,169
	2010 Census Households	2,383	6,810	18,138
	2000 Census Households	1,901	4,839	13,876
	Projected Annual Growth 2018 to 2023	1.7%	1.7%	1.5%
	Historical Annual Growth 2000 to 2018	2.0%	3.0%	2.3%
AGE	2018 Est. Population Under 10 Years	12.6%	12.5%	12.7%
	2018 Est. Population 10 to 19 Years	13.4%	13.3%	13.9%
	2018 Est. Population 20 to 29 Years	11.5%	11.4%	10.8%
	2018 Est. Population 30 to 44 Years	19.5%	19.8%	20.5%
	2018 Est. Population 45 to 59 Years	21.9%	21.8%	21.9%
	2018 Est. Population 60 to 74 Years	15.4%	15.7%	15.4%
	2018 Est. Population 75 Years or Over	5.7%	5.5%	4.8%
	2018 Est. Median Age	38.5	38.7	38.6
MARITAL STATUS & GENDER	2018 Est. Male Population	49.8%	50.3%	49.8%
	2018 Est. Female Population	50.2%	49.7%	50.2%
	2018 Est. Never Married	26.6%	25.6%	28.1%
	2018 Est. Now Married	55.8%	55.5%	53.6%
	2018 Est. Separated or Divorced	11.8%	13.8%	14.6%
	2018 Est. Widowed	5.9%	5.1%	3.7%
INCOME	2018 Est. HH Income \$200,000 or More	3.9%	5.8%	7.9%
	2018 Est. HH Income \$150,000 to \$199,999	4.3%	7.1%	8.0%
	2018 Est. HH Income \$100,000 to \$149,999	20.8%	19.3%	19.3%
	2018 Est. HH Income \$75,000 to \$99,999	18.6%	18.1%	16.8%
	2018 Est. HH Income \$50,000 to \$74,999	20.1%	16.6%	17.3%
	2018 Est. HH Income \$35,000 to \$49,999	12.8%	13.3%	11.6%
	2018 Est. HH Income \$25,000 to \$34,999	7.7%	7.0%	7.3%
	2018 Est. HH Income \$15,000 to \$24,999	6.4%	6.8%	6.1%
	2018 Est. HH Income Under \$15,000	5.3%	5.9%	5.8%
	2018 Est. Average Household Income	\$93,011	\$94,985	\$102,155
	2018 Est. Median Household Income	\$73,174	\$75,394	\$79,112
	2018 Est. Per Capita Income	\$34,262	\$34,970	\$36,793
	2018 Est. Total Businesses	327	629	1,758
	2018 Est. Total Employees	2,730	4,751	18,770

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Evergreen Marketplace

Washougal, WA 98671

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
RACE	2018 Est. White	89.3%	89.4%	86.9%
	2018 Est. Black	0.5%	0.8%	1.3%
	2018 Est. Asian or Pacific Islander	1.9%	2.3%	4.0%
	2018 Est. American Indian or Alaska Native	1.0%	0.9%	0.9%
	2018 Est. Other Races	7.2%	6.6%	6.9%
HISPANIC	2018 Est. Hispanic Population	533	1,390	4,157
	2018 Est. Hispanic Population	7.6%	6.9%	7.6%
	2023 Proj. Hispanic Population	8.2%	7.5%	8.2%
	2010 Hispanic Population	5.5%	4.9%	6.6%
EDUCATION (Adults 25 or Older)	2018 Est. Adult Population (25 Years or Over)	4,808	13,872	37,481
	2018 Est. Elementary (Grade Level 0 to 8)	2.5%	1.8%	1.9%
	2018 Est. Some High School (Grade Level 9 to 11)	5.7%	5.8%	5.6%
	2018 Est. High School Graduate	27.1%	24.3%	22.2%
	2018 Est. Some College	32.5%	31.5%	29.5%
	2018 Est. Associate Degree Only	11.5%	10.0%	10.0%
	2018 Est. Bachelor Degree Only	14.3%	17.4%	20.2%
	2018 Est. Graduate Degree	6.4%	9.2%	10.5%
HOUSING	2018 Est. Total Housing Units	2,670	7,684	20,351
	2018 Est. Owner-Occupied	70.8%	69.7%	69.9%
	2018 Est. Renter-Occupied	25.9%	26.8%	26.9%
	2018 Est. Vacant Housing	3.3%	3.5%	3.1%
HOMES BUILT BY YEAR	2010 Homes Built 2005 or later	2.3%	1.9%	1.7%
	2010 Homes Built 2000 to 2004	16.2%	24.6%	19.9%
	2010 Homes Built 1990 to 1999	29.0%	23.0%	26.1%
	2010 Homes Built 1980 to 1989	11.0%	9.1%	11.6%
	2010 Homes Built 1970 to 1979	18.0%	16.3%	17.4%
	2010 Homes Built 1960 to 1969	8.1%	8.1%	6.5%
	2010 Homes Built 1950 to 1959	5.8%	7.2%	6.8%
	2010 Homes Built Before 1949	12.3%	14.4%	14.7%
HOME VALUES	2010 Home Value \$1,000,000 or More	0.3%	0.2%	0.5%
	2010 Home Value \$500,000 to \$999,999	6.6%	13.0%	15.7%
	2010 Home Value \$400,000 to \$499,999	10.3%	15.8%	15.4%
	2010 Home Value \$300,000 to \$399,999	27.1%	27.7%	28.2%
	2010 Home Value \$200,000 to \$299,999	37.5%	35.1%	33.4%
	2010 Home Value \$150,000 to \$199,999	9.6%	8.8%	7.6%
	2010 Home Value \$100,000 to \$149,999	4.3%	3.9%	2.6%
	2010 Home Value \$50,000 to \$99,999	3.2%	1.8%	1.1%
	2010 Home Value \$25,000 to \$49,999	2.8%	1.8%	1.8%
	2010 Home Value Under \$25,000	6.1%	3.3%	2.6%
	2010 Median Home Value	\$272,099	\$310,829	\$321,961
	2010 Median Rent	\$935	\$991	\$993

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1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
LABOR FORCE	2018 Est. Labor Population Age 16 Years or Over	5,554	16,008	43,146
	2018 Est. Civilian Employed	60.4%	59.3%	62.2%
	2018 Est. Civilian Unemployed	2.7%	2.5%	2.8%
	2018 Est. in Armed Forces	-	0.1%	-
	2018 Est. not in Labor Force	36.9%	38.2%	34.9%
	2018 Labor Force Males	49.5%	49.9%	49.5%
	2018 Labor Force Females	50.5%	50.1%	50.5%
OCCUPATION	2010 Occupation: Population Age 16 Years or Over	3,301	9,577	26,868
	2010 Mgmt, Business, & Financial Operations	16.1%	17.1%	17.5%
	2010 Professional, Related	14.7%	17.6%	21.5%
	2010 Service	16.3%	17.0%	15.1%
	2010 Sales, Office	27.3%	24.7%	24.2%
	2010 Farming, Fishing, Forestry	-	-	0.2%
	2010 Construction, Extraction, Maintenance	11.0%	10.8%	8.7%
	2010 Production, Transport, Material Moving	14.5%	12.8%	12.7%
	2010 White Collar Workers	58.1%	59.5%	63.2%
	2010 Blue Collar Workers	41.9%	40.5%	36.8%
TRANSPORTATION TO WORK	2010 Drive to Work Alone	80.7%	79.8%	77.6%
	2010 Drive to Work in Carpool	7.6%	7.4%	7.6%
	2010 Travel to Work by Public Transportation	1.3%	1.6%	3.2%
	2010 Drive to Work on Motorcycle	0.2%	0.2%	0.2%
	2010 Walk or Bicycle to Work	4.4%	3.8%	3.8%
	2010 Other Means	1.4%	1.3%	1.1%
	2010 Work at Home	4.5%	5.9%	6.5%
TRAVEL TIME	2010 Travel to Work in 14 Minutes or Less	24.0%	23.0%	23.4%
	2010 Travel to Work in 15 to 29 Minutes	28.8%	30.7%	31.5%
	2010 Travel to Work in 30 to 59 Minutes	33.7%	31.0%	32.9%
	2010 Travel to Work in 60 Minutes or More	13.3%	13.2%	11.1%
	2010 Average Travel Time to Work	27.4	26.4	26.0
CONSUMER EXPENDITURE	2018 Est. Total Household Expenditure	\$174 M	\$506 M	\$1.42 B
	2018 Est. Apparel	\$6.05 M	\$17.7 M	\$49.7 M
	2018 Est. Contributions, Gifts	\$11.5 M	\$35.2 M	\$101 M
	2018 Est. Education, Reading	\$6.64 M	\$20.2 M	\$58.2 M
	2018 Est. Entertainment	\$9.82 M	\$28.6 M	\$80.3 M
	2018 Est. Food, Beverages, Tobacco	\$26.6 M	\$76.6 M	\$213 M
	2018 Est. Furnishings, Equipment	\$6.09 M	\$17.8 M	\$50.1 M
	2018 Est. Health Care, Insurance	\$15.1 M	\$43.6 M	\$121 M
	2018 Est. Household Operations, Shelter, Utilities	\$53.6 M	\$156 M	\$437 M
	2018 Est. Miscellaneous Expenses	\$2.56 M	\$7.37 M	\$20.5 M
	2018 Est. Personal Care	\$2.26 M	\$6.57 M	\$18.3 M
	2018 Est. Transportation	\$33.6 M	\$96.5 M	\$268 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.