

» FOR SALE «

# JC PENNEY PAD @ VANCOUVER MALL



## LOCATION

Vancouver Mall – JC Penney Pad Site

## AVAILABLE SPACE

Restaurant/Retail Pad: Up to 2 acres

## PRICE

Please call for details

## ZONING

CG – General Commercial (see pg 3 for more information or contact broker)

## COMMENTS

- New high profile pad available adjacent to JC Penney at the vibrant marketplace at the Vancouver Mall!
- Vancouver Mall is anchored by Macy’s, JC Penney, H&M, AMC Theatres, Gold’s Gym, Old Navy, Outback Steakhouse and many more.
- Possible drive-thru available.

## TRAFFIC COUNTS

WA SR 500 – 82,407 ADT (18) | Fourth Plain Blvd – 14,719 ADT (18)  
 Vancouver Mall Dr – 18,385 ADT (18) | Thurston Way – 31,804 ADT (18)

## DEMOGRAPHICS

	1 MILE	3 MILE	5 MILE
Estimated Population 2019	17,301	124,778	274,440
Population Forecast 2024	18,928	136,640	300,597
Average HH Income	\$62,251	\$72,421	\$79,319
Employees	10,905	50,124	105,352

Source: Regis – SitesUSA (2019)



### GARY SURGEON

503.595-7566

[gary@cra-nw.com](mailto:gary@cra-nw.com)

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, WASHINGTON



**Vancouver Mall**  
 Macy's  
 JCPenney  
 H&M  
 AMC Theatres (Cinetopia)  
 Old Navy  
 Ulta Beauty  
 Famous Footwear  
 Gold's Gym  
 Men's Wearhouse

SIGNIFICANT NEW SINGLE FAMILY HOME DEVELOPMENTS		
#	NAME	# OF LOTS
1	Cox Family Trust	89
2	Green Mountain	1,300
3	Parklands at Camas Meadows	41
4	Lacamas Prairie Estates	97
5	South Creek Meadows	38
		Total 1,565

EAST VANCOUVER/CAMAS MAJOR EMPLOYERS		
#	NAME	EMPLOYEES
1	Evergreen Public Schools	2,856
2	Fred Meyer Stores	1,760
3	Clark County, Washington	1,566
4	Hewlett Packard	1,500
5	WaferTech LLC	1,050
6	SEH America Inc	895
7	Camas School District	750
8	Banfield Pet Hospital	650
9	Wells Fargo	452
10	Washougal School District	326
11	Nautilus, Inc.	313
12	Columbia Community Credit Union	300
13	Analog Devices	290
14	Underwriters Laboratories	282
15	Pendleton Woolen Mills - Washougal	190
16	Sharp Microelectronics	150
17	City of Camas	150
18	Georgia-Pacific	100

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

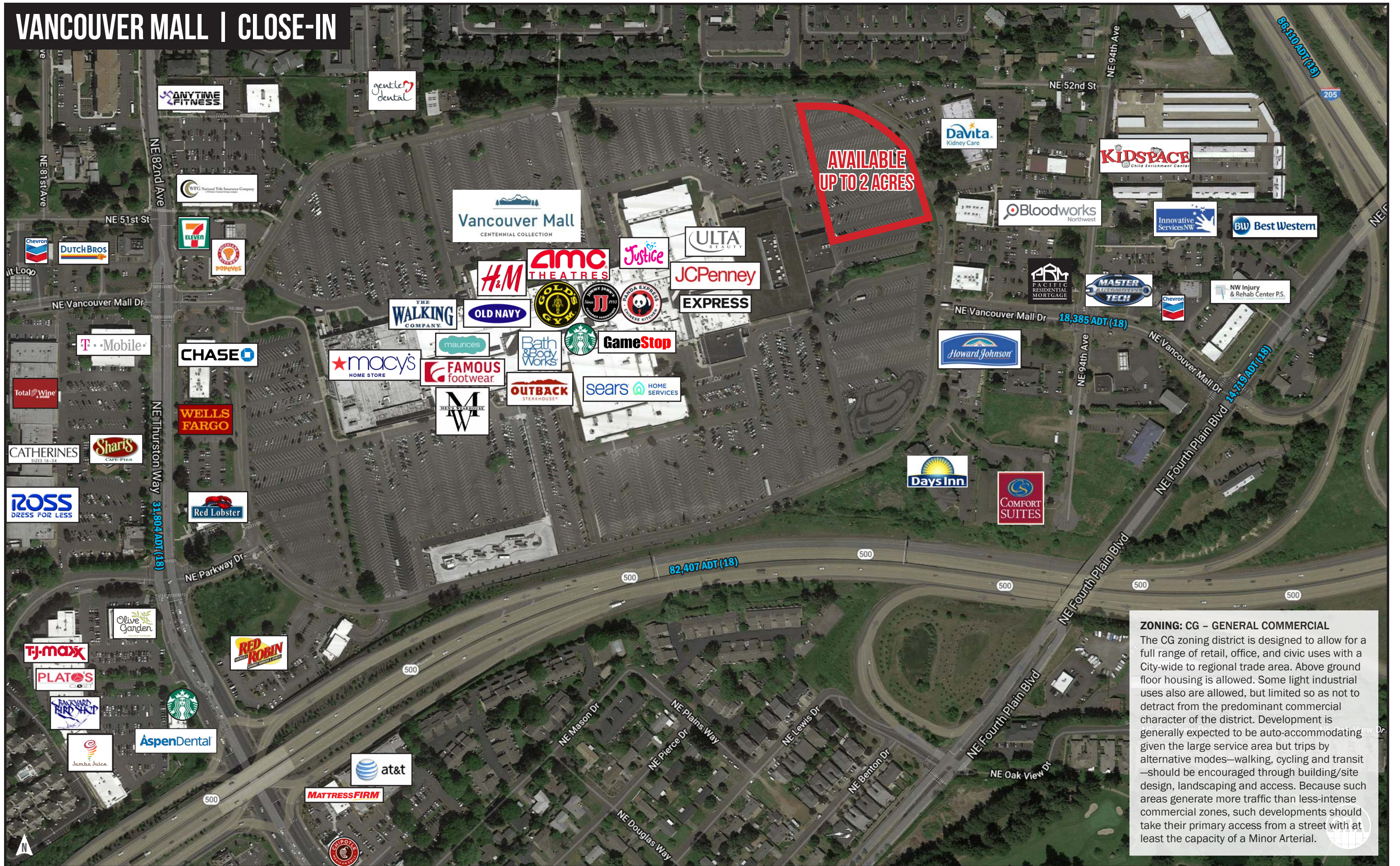
SOURCE: CREDC.ORG, 2016 Data | The Columbian

SOURCE: schooldigger.com, 2016-2017 Data





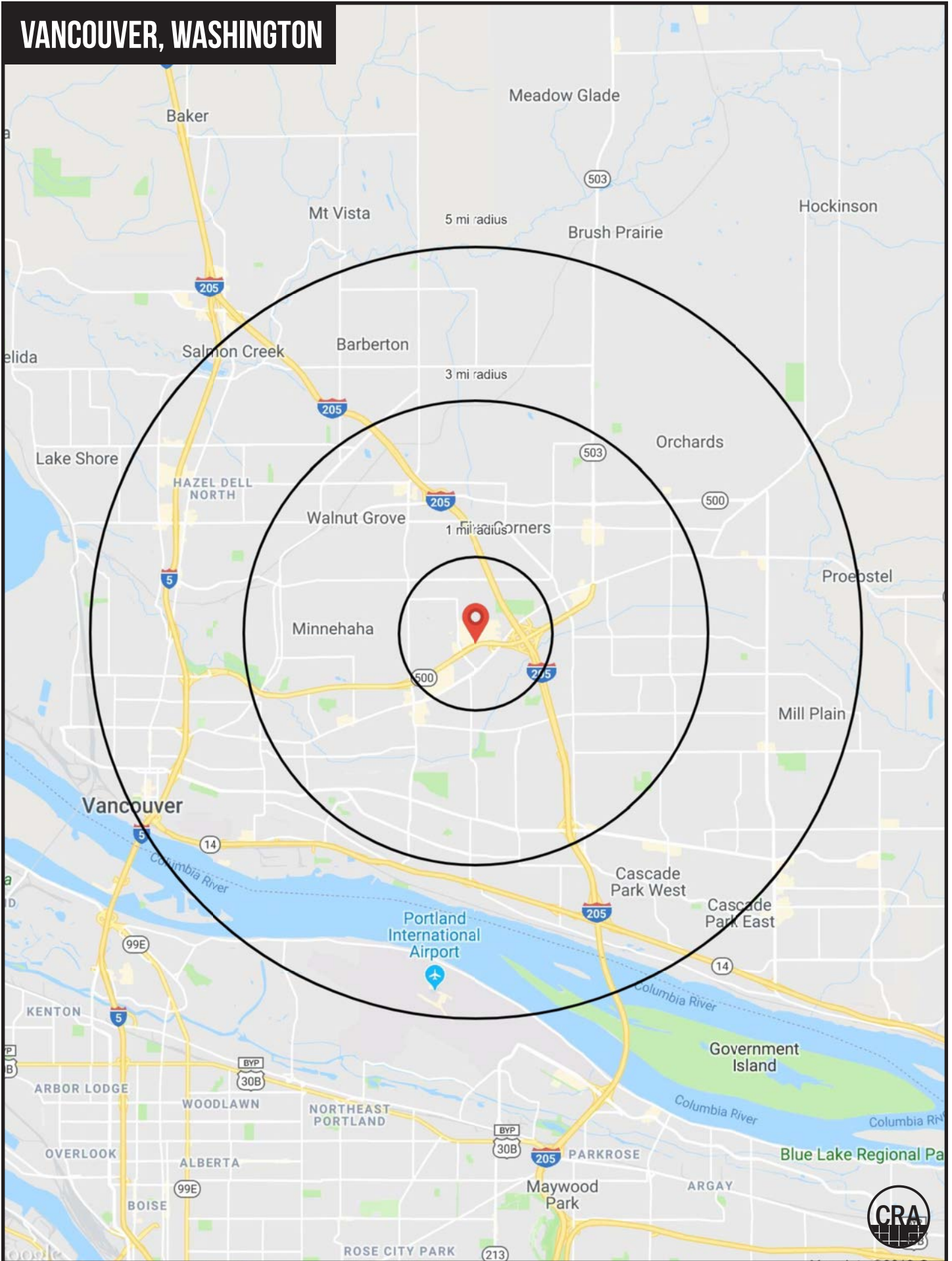
# VANCOUVER MALL | CLOSE-IN



**ZONING: CG - GENERAL COMMERCIAL**  
 The CG zoning district is designed to allow for a full range of retail, office, and civic uses with a City-wide to regional trade area. Above ground floor housing is allowed. Some light industrial uses also are allowed, but limited so as not to detract from the predominant commercial character of the district. Development is generally expected to be auto-accommodating given the large service area but trips by alternative modes—walking, cycling and transit—should be encouraged through building/site design, landscaping and access. Because such areas generate more traffic than less-intense commercial zones, such developments should take their primary access from a street with at least the capacity of a Minor Arterial.



# VANCOUVER, WASHINGTON



# FULL PROFILE

2000-2010 Census, 2019 Estimates with 2024 Projections

Calculated using Weighted Block Centroid from Block Groups



Lat/Lon: 45.6579/-122.584

RF1

Vancouver Mall		1 mi radius	3 mi radius	5 mi radius
Vancouver, WA 98662				
POPULATION	2019 Estimated Population	17,301	124,778	274,440
	2024 Projected Population	18,928	136,640	300,597
	2010 Census Population	15,149	110,160	242,986
	2000 Census Population	10,963	93,018	207,198
	Projected Annual Growth 2019 to 2024	1.9%	1.9%	1.9%
	Historical Annual Growth 2000 to 2019	3.0%	1.8%	1.7%
HOUSEHOLDS	2019 Estimated Households	7,577	48,718	107,759
	2024 Projected Households	8,109	52,237	115,609
	2010 Census Households	6,582	42,150	93,464
	2000 Census Households	4,400	34,918	78,572
	Projected Annual Growth 2019 to 2024	1.4%	1.4%	1.5%
	Historical Annual Growth 2000 to 2019	3.8%	2.1%	2.0%
AGE	2019 Est. Population Under 10 Years	12.3%	13.3%	12.7%
	2019 Est. Population 10 to 19 Years	11.5%	12.8%	12.9%
	2019 Est. Population 20 to 29 Years	16.9%	15.8%	14.7%
	2019 Est. Population 30 to 44 Years	18.4%	19.8%	20.2%
	2019 Est. Population 45 to 59 Years	15.2%	17.7%	18.6%
	2019 Est. Population 60 to 74 Years	15.0%	14.6%	15.0%
	2019 Est. Population 75 Years or Over	10.8%	6.1%	5.9%
	2019 Est. Median Age	37.2	35.4	36.5
MARITAL STATUS & GENDER	2019 Est. Male Population	46.9%	48.9%	49.3%
	2019 Est. Female Population	53.1%	51.1%	50.7%
	2019 Est. Never Married	31.6%	31.4%	30.9%
	2019 Est. Now Married	37.3%	43.6%	45.4%
	2019 Est. Separated or Divorced	21.4%	19.6%	18.8%
	2019 Est. Widowed	9.7%	5.5%	4.9%
INCOME	2019 Est. HH Income \$200,000 or More	3.3%	2.7%	4.3%
	2019 Est. HH Income \$150,000 to \$199,999	3.1%	4.6%	6.1%
	2019 Est. HH Income \$100,000 to \$149,999	11.1%	15.4%	16.5%
	2019 Est. HH Income \$75,000 to \$99,999	12.4%	17.0%	16.6%
	2019 Est. HH Income \$50,000 to \$74,999	19.7%	21.1%	20.3%
	2019 Est. HH Income \$35,000 to \$49,999	17.7%	14.3%	13.4%
	2019 Est. HH Income \$25,000 to \$34,999	10.4%	8.2%	7.7%
	2019 Est. HH Income \$15,000 to \$24,999	11.4%	9.1%	8.1%
	2019 Est. HH Income Under \$15,000	10.8%	7.4%	6.9%
	2019 Est. Average Household Income	\$62,251	\$72,421	\$79,319
	2019 Est. Median Household Income	\$50,753	\$63,157	\$68,287
	2019 Est. Per Capita Income	\$27,304	\$28,340	\$31,269
	2019 Est. Total Businesses	936	5,004	11,591
2019 Est. Total Employees	10,905	50,124	105,352	

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Vancouver Mall		1 mi radius	3 mi radius	5 mi radius
Vancouver, WA 98662				
<b>RACE</b>	2019 Est. White	78.3%	77.9%	78.9%
	2019 Est. Black	3.8%	3.6%	3.4%
	2019 Est. Asian or Pacific Islander	6.1%	6.1%	6.1%
	2019 Est. American Indian or Alaska Native	0.9%	1.0%	0.9%
	2019 Est. Other Races	10.9%	11.4%	10.7%
<b>HISPANIC</b>	2019 Est. Hispanic Population	2,025	17,022	34,622
	2019 Est. Hispanic Population	11.7%	13.6%	12.6%
	2024 Proj. Hispanic Population	12.3%	14.3%	13.2%
	2010 Hispanic Population	9.0%	10.6%	9.8%
<b>EDUCATION (Adults 25 or Older)</b>	2019 Est. Adult Population (25 Years or Over)	11,828	83,078	185,343
	2019 Est. Elementary (Grade Level 0 to 8)	3.6%	3.9%	3.3%
	2019 Est. Some High School (Grade Level 9 to 11)	6.6%	6.6%	6.2%
	2019 Est. High School Graduate	29.2%	28.6%	25.9%
	2019 Est. Some College	28.9%	28.0%	27.9%
	2019 Est. Associate Degree Only	9.9%	11.3%	11.3%
	2019 Est. Bachelor Degree Only	14.6%	14.8%	17.2%
	2019 Est. Graduate Degree	7.1%	6.9%	8.3%
<b>HOUSING</b>	2019 Est. Total Housing Units	7,718	49,747	110,096
	2019 Est. Owner-Occupied	39.8%	53.1%	55.4%
	2019 Est. Renter-Occupied	58.4%	44.8%	42.4%
	2019 Est. Vacant Housing	1.8%	2.1%	2.1%
<b>HOMES BUILT BY YEAR</b>	2019 Homes Built 2010 or later	4.7%	6.4%	6.9%
	2019 Homes Built 2000 to 2009	26.7%	16.9%	15.9%
	2019 Homes Built 1990 to 1999	22.6%	20.9%	21.9%
	2019 Homes Built 1980 to 1989	17.1%	11.9%	12.8%
	2019 Homes Built 1970 to 1979	11.3%	20.0%	18.0%
	2019 Homes Built 1960 to 1969	8.1%	9.5%	8.2%
	2019 Homes Built 1950 to 1959	3.2%	6.5%	6.3%
	2019 Homes Built Before 1949	4.5%	5.8%	8.0%
<b>HOME VALUES</b>	2019 Home Value \$1,000,000 or More	0.7%	0.7%	0.9%
	2019 Home Value \$500,000 to \$999,999	10.5%	11.5%	12.8%
	2019 Home Value \$400,000 to \$499,999	13.8%	10.3%	14.2%
	2019 Home Value \$300,000 to \$399,999	24.5%	25.8%	28.0%
	2019 Home Value \$200,000 to \$299,999	50.2%	48.7%	44.2%
	2019 Home Value \$150,000 to \$199,999	10.9%	8.4%	6.9%
	2019 Home Value \$100,000 to \$149,999	4.5%	3.7%	3.1%
	2019 Home Value \$50,000 to \$99,999	1.6%	2.4%	1.9%
	2019 Home Value \$25,000 to \$49,999	1.4%	1.4%	1.3%
	2019 Home Value Under \$25,000	1.5%	1.8%	1.5%
	2019 Median Home Value	\$285,072	\$287,842	\$304,915
	2019 Median Rent	\$1,204	\$1,106	\$1,092

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RF1

## Vancouver Mall

### Vancouver, WA 98662

1 mi radius 3 mi radius 5 mi radius

		1 mi radius	3 mi radius	5 mi radius
<b>LABOR FORCE</b>	2019 Est. Labor Population Age 16 Years or Over	14,013	98,513	217,897
	2019 Est. Civilian Employed	53.2%	62.0%	62.6%
	2019 Est. Civilian Unemployed	3.1%	3.3%	2.9%
	2019 Est. in Armed Forces	-	0.1%	0.1%
	2019 Est. not in Labor Force	43.7%	34.5%	34.4%
	2019 Labor Force Males	45.8%	48.2%	48.7%
	2019 Labor Force Females	54.2%	51.8%	51.3%
<b>OCCUPATION</b>	2019 Occupation: Population Age 16 Years or Over	7,462	61,087	136,323
	2019 Mgmt, Business, & Financial Operations	10.9%	12.4%	14.2%
	2019 Professional, Related	15.6%	17.8%	19.7%
	2019 Service	19.8%	19.7%	18.2%
	2019 Sales, Office	28.1%	23.9%	23.5%
	2019 Farming, Fishing, Forestry	0.3%	0.3%	0.2%
	2019 Construction, Extraction, Maintenance	7.6%	9.9%	9.5%
	2019 Production, Transport, Material Moving	17.7%	16.0%	14.7%
	2019 White Collar Workers	54.6%	54.1%	57.4%
	2019 Blue Collar Workers	45.4%	45.9%	42.6%
	<b>TRANSPORTATION TO WORK</b>	2019 Drive to Work Alone	78.2%	79.5%
2019 Drive to Work in Carpool		11.0%	10.3%	9.1%
2019 Travel to Work by Public Transportation		2.4%	2.1%	2.3%
2019 Drive to Work on Motorcycle		-	-	-
2019 Walk or Bicycle to Work		2.0%	2.2%	2.3%
2019 Other Means		0.2%	0.5%	0.6%
2019 Work at Home		6.2%	5.3%	6.8%
<b>TRAVEL TIME</b>	2019 Travel to Work in 14 Minutes or Less	24.5%	25.7%	25.0%
	2019 Travel to Work in 15 to 29 Minutes	36.4%	41.0%	40.7%
	2019 Travel to Work in 30 to 59 Minutes	20.1%	26.5%	28.2%
	2019 Travel to Work in 60 Minutes or More	8.6%	8.3%	8.3%
	2019 Average Travel Time to Work	20.1	21.0	21.6
<b>CONSUMER EXPENDITURE</b>	2019 Est. Total Household Expenditure	\$383.24 M	\$2.74 B	\$6.44 B
	2019 Est. Apparel	\$13.32 M	\$95.7 M	\$225.85 M
	2019 Est. Contributions, Gifts	\$20.99 M	\$149.56 M	\$358.29 M
	2019 Est. Education, Reading	\$11.3 M	\$81 M	\$196.79 M
	2019 Est. Entertainment	\$21.04 M	\$152.62 M	\$361.3 M
	2019 Est. Food, Beverages, Tobacco	\$59.73 M	\$425.76 M	\$994.58 M
	2019 Est. Furnishings, Equipment	\$13.12 M	\$95.07 M	\$224.94 M
	2019 Est. Health Care, Insurance	\$35.65 M	\$253.98 M	\$593.41 M
	2019 Est. Household Operations, Shelter, Utilities	\$126.28 M	\$893.25 M	\$2.09 B
	2019 Est. Miscellaneous Expenses	\$7.22 M	\$51.41 M	\$121.21 M
	2019 Est. Personal Care	\$5.14 M	\$36.77 M	\$86.44 M
	2019 Est. Transportation	\$69.45 M	\$504.17 M	\$1.18 B

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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.