

IDENTIFICATION OF UTILITIES ADDENDUM**GENERAL COMMENTS:**

- A. **Use.** RCW 60.80 provides that a Seller in a purchase and sale transaction must include in the Purchase and Sale Agreement a written request to the Closing Agent to disburse closing funds necessary to satisfy unpaid utility charges affecting the Property. Unless the Buyer and Seller agree in writing to *waive* the Closing Agent's services, the Purchase and Sale Agreement must include the names and addresses of all utility providers *having lien rights* against the Property. Closing Agents are permitted to charge a fee for these services.

This statute applies to *all* real property sales transactions, including commercial property.

This Addendum should be used in all transactions in which the Buyer and Seller have not waived the Closing Agent's services.

- B. **Corresponding Paragraph in NWMLS's Purchase and Sale Agreements.** NWMLS's Purchase and Sale Agreements (except for Form 25, "Vacant Land"), each contain a separate paragraph (e.g., Form 21, paragraph 15 "Services of Closing Agent for Payment of Utilities"), containing a "check the box" option by which the Buyer and Seller can agree (i) that the services of the Closing Agent are "Waived" (and thus handle the payment of unpaid utility charges outside of escrow) or (ii) that the services of the Closing Agent are "Requested." We specifically use the word "Waived" to make it easier for brokers to explain to Buyers and Sellers that the Seller is *required* to include a request to the Closing Agent in the Agreement unless both parties waive those services in writing. If neither box is checked, then the Closing Costs and Prorations paragraph of Form 21 provides that the parties request the Closing Agent's services, and Form 22K should be used.
- C. **Seller Is Required to Provide Names and Addresses of Utility Providers Within Five Days of Mutual Acceptance.** The "Identification of Utilities Addendum" provides sufficient space for listing the names and addresses of utility providers in a legible manner. NWMLS recognizes that even if the parties agree that the Closing Agent should pay unpaid utility charges through escrow, Buyers typically will write an offer without having any idea of the names and addresses of utility providers, and Sellers often may want to accept such an offer without having immediate access to those names and addresses. To help avoid transactions from failing simply because the parties did not have this information handy at the time the Agreement is signed, the form provides that if the names and addresses of utility providers are not filled in at the time of mutual acceptance, then the Seller has 5 days (or as otherwise agreed), to provide the information to the Listing Broker or Buyer Broker.

Further, the Buyer and Seller authorize the Listing Broker or Buyer Broker to fill in the required information so that it will become part of the Agreement.

NOTE: It is a good business practice for Listing Brokers to obtain this information from the Seller at the time you take the listing.

The form also makes clear that it remains the Seller's obligation to pay all unpaid utility charges (see also the "Closing Costs and Prorations" paragraph in the Purchase and Sale Agreement).

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ASSISTANCE FILLING IN THE BLANKS: The following numbers refer to the number shown on the sample form shown in this Manual.

1. **Date of Purchase and Sale Agreement.** Insert the same date that is at the top of the first page of the Purchase and Sale Agreement.
2. **Buyer.** Insert the Buyer's name(s) as on the Purchase and Sale Agreement.
3. **Seller.** Insert the Seller's name(s) as on the Purchase and Sale Agreement.
4. **Property.** Insert the Property address as on the Purchase and Sale Agreement.
5. **Names, Addresses, E-mail or Website, and Fax Numbers of Utility Providers.** Insert the names, addresses, e-mail or website (optional), and facsimile numbers (optional) of all utility providers having lien rights against the Property.
6. **Time Limit—Seller to Provide Information.** Insert the number of days following mutual acceptance by which the Seller must provide the names and addresses of utility providers to the Listing Broker or Buyer Broker. The Listing Broker or Buyer Broker should then promptly provide that information to the Closing Agent.
7. **Initials and Date.** Buyer(s) and Seller(s) should initial and date this Addendum. Insert the date each person initialed, not the date on the Purchase and Sale Agreement.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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