

PLAZA EAST CENTER

RETAIL / OFFICE CENTER INVESTMENT IN CAMAS, WA

2005 SE 192ND AVE, CAMAS WA 98607



FOR SALE

Great Location

96% - LEASED INVESTMENT PROPERTY
HEART OF SE 192ND AVE DEVELOPMENT IN CAMAS/VANCOUVER

**REAL ESTATE
INVESTMENT GROUP**

2839 SW 2nd Avenue, Portland OR, 97201
503.222.1655 - www.REIG.com

PLEASE
CONTACT
FOR DETAILS:

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503.781.4764 (cell)
gdiamond@reig.com

NICHOLAS G. DIAMOND
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Licensed in
OR & WA
08.23.2018

PLAZA EAST CENTER

NNN RETAIL / OFFICE INVESTMENT OPPORTUNITY

REAL ESTATE INVESTMENT GROUP is pleased to offer for sale 192nd Plaza, a retail/office development along the retail populated 192nd Avenue. A trophy property in Camas, WA, the 192nd Plaza is centrally located along the Camas/Vancouver border, an affluent and dense community that continues to grow with the addition of Columbia Palisades and Green Mountain master development plans. 192nd Plaza is surrounded by many major employers such as Fisher Investments, Karcher, Sharp Electronics, Hewlett-Packard, Furuno USA, Banfield, and Columbia Tech Center. Built as a legacy asset with attention to detail, the 192nd Plaza had a strong lease-up and is currently 96% leased with a great mix of 5 to 10-year lease terms from national and local operators.

The building's location at the signalized major intersection of SE 192nd Ave & SE 20th Street offers ideal visibility and access for vehicles and pedestrians. Planned and existing retail centers such as 192nd Plaza West and 192nd Station make the area a dynamic and rich retail destination for the greater Camas / Vancouver area, anchored by Candlewood Suites, Legacy Health and Holiday Inn.

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Property



Features

SALE PRICE: \$12,000,000 **TOTAL SIZE: 34,923 SF**

CALL **GEORGE DIAMOND** (503.222.2178) OR **NICHOLAS DIAMOND** (503.222.2655)

NOW
96%
LEASED

LEASE TERMS: MIX OF 5 TO 10 YEAR TERMS

TENANTS: TAPPED BREW HOUSE, PACIFIC NW WINE CO.
STATE FARM, SHIP SHAPE TANNING
ALLURE SALON, REGUS, RAPISARDA FAMILY DENTAL
GROWLERS USA, DI TAZZA, HAPPY NAILS
EASTSIDE AUTO LICENSING

BASE CAP RATE: 6.12%

PROFORMA WITH REGUS PROFIT SHARE: 7.86%

PROFORMA NOI: \$734,005

TOTAL OPERATING EXPENSES: \$6.54 / SF

CONSTRUCTION: 2010



PLAZA EAST CENTER

Easy access via SE 192nd Ave to Lacomas Crossing shopping center as well as by the newly-expanded SE 20th Street make the building's location ideally suited. The merging of Mill Plain Blvd into SE 192nd brings large amounts of traffic to the trade area. Proximity to major retail as well as major employer campuses such as Fisher Investments bolster the area's continued economic relevancy and growth.



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SITE AERIAL VIEW

PAGE 3

PLAZA EAST CENTER



VIEW FROM SE 192ND AVE

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SITE PHOTOGRAPHY

PAGE 4



The information contained herein has been obtained from sources we deem reliable. We cannot, however, guarantee its accuracy.

THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate broker or salesperson. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Licensees and the Public.** States that a licensee who works with a buyer or tenant represents that buyer or tenant — unless the licensee is the listing agent, a seller’s subagent, a dual agent, the seller personally or the parties agree otherwise. Also states that in a transaction involving two different licensees affiliated with the same broker, the broker is a dual agent and each licensee solely represents his or her client — unless the parties agree in writing that both licensees are dual agents.
- SEC. 3. Duties of a Licensee Generally.** Prescribes the duties that are owed by all licensees, regardless of who the licensee represents. Requires disclosure of the licensee’s agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller’s Agent.** Prescribes the additional duties of a licensee representing the seller or landlord only.
- SEC. 5. Duties of a Buyer’s Agent.** Prescribes the additional duties of a licensee representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a licensee representing both parties in the same transaction, and requires the written consent of both parties to the licensee acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows brokers to share compensation with cooperating brokers. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties’ consent.
- SEC. 9. Vicarious Liability.** Eliminates the common law liability of a party for the conduct of the party’s agent or subagent, unless the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent associated with a different broker.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law replaces the fiduciary duties owed by an agent to a principal under the common law, to the extent that it conflicts with the common law.
- SEC. 12. Short Sale.** Prescribes an additional duty of a licensee representing the seller of owner-occupied real property in a short sale.

SECTION 1: 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 sub-agents 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) “Owner-occupied real property” means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.
- (11) “Principal” means a buyer or a seller who has entered into an agency relationship with a licensee.
- (12) “Real estate brokerage services” means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
- (13) “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.
- (14) “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.
- (15) “Seller’s agent” means a licensee who has entered into an agency relationship with only the

PAGE 2

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WASHINGTON REAL ESTATE DISCLOSURE

PAGE 5

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seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(16) "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 2:

RELATIONSHIPS BETWEEN LICENSEES AND THE PUBLIC.

(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 subagency 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 section 3(1)(f) of this act.

(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 section 6 of this act. 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 p

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 3:

DUTIES OF A LICENSEE GENERALLY.

(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 section 13 of this act 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 section 2(1)(e), 4(1)(e), 5(1)(e), or 6(2)(e) or (f) of this

act, 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 4:

DUTIES OF A SELLER'S AGENT.

(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 section 3 of this act 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 section 3(1)(f) of this act, 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) (a) 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.

(b) 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 5:

DUTIES OF A BUYER'S AGENT.

(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 section 3 of this act 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 section 3(1)(f) of this act, 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) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) 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.

(b) 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 6: DUTIES OF A DUAL AGENT.

(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 section 3(1)(f) of this act, which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in wr

signed by a dual agent, the duties of a dual agent are limited to those set forth in section 3 of this act 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 section 3(1)(f) of this act, 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 section 3(1)(f) of this act, to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) 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.

(b) 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.

(4) (a) 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.

(b) 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 buyer or create a conflict of interest.

SECTION 7: 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 8: 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 9: 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.

(2) 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 10: 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 11: INTERPRETATION.

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.

SECTION 12: SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate licensee where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate licensee to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate licensee's commission.

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PAGE 7

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PAGE 8

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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made and agreed to by _____ (“Prospective Buyer”)

Real Estate Investment Group (“Broker”), 192nd Plaza LLC (“Owner”), regarding the property known as SE 192nd Plaza at 2005 SE 192nd Ave, Camas, WA (“Property”)

Prospective Buyer has requested information from Owner regarding the Property, The Owner of the property has authorized the delivery of information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The Parties Agree, in consideration of the covenants and agreements contained herein, as follows:

1. Buyer will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder (“Information”) to any other person or entity.
2. If Prospective Buyer is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Owner, now or in the future, which is not readily available to the general public. Prospective Buyer understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
4. Potential Buyer understands and acknowledges that neither Owner, Broker nor any Owner/Broker Related Party makes any representation or warranty as to the accuracy or completeness of the Information or the condition of the Property in any manner. The Potential Buyer further understands and acknowledges that the information used in the preparation of the Information was furnished by Owner and has not been independently verified by Broker, and is not guaranteed as to completeness or accuracy. Potential Buyer agrees that neither Owner, Broker, nor any Owner/Broker Related Party shall have any liability for any reason to the Potential Buyer or any of its representatives or Related Parties resulting from the use of the Information by any person in connection with the sale of, or other investments by Potential Buyer in the Property whether or not consummated for any reason. Neither Owner, Broker nor any Owner/Broker Related Party is under any obligation to notify or provide any further information to Potential Buyer or any Related Party if either Owner or Broker becomes aware of any inaccuracy, incompleteness or change in the Information. The undersigned acknowledges that neither Owner, Broker, has made any representation or warranty as to the accuracy or completeness of the Information, or the suitability of the information contained therein for any purpose whatever, and any representation or warranty in connection therewith is hereby expressly excluded. The Information provided to the undersigned are subject to, among other things, correction of errors and omissions, additions or deletion of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, Broker, nor any Owner/Broker Related Party shall have any liability to Potential Buyer and/or any Related Party resulting from the delivery to, or use by the undersigned of the Information or otherwise with respect thereto. Potential Buyer and Related Parties shall rely only their own due diligence and investigation of the Property, including but not limited to any financial, title, environmental, physical, tenant or any other matters.
5. The Persons signing on behalf of the parties represent that they have the authority to bind the party for whom they sign.
6. The Information shall continue to be the property of the Owner and Broker. The Information will be used by the Potential Buyer solely for the purpose of evaluating the possible acquisition of the Property and not for any purpose unrelated to the possible acquisition of the Property. The Information may not be copied or duplicated without the Owner’s and Broker’s prior written consent, and must be returned to Broker (or with Broker’s permission, destroyed by Potential Buyer and any Related Party, and in such instance Potential Buyer shall certify in writing to Broker and Owner that such information has been so destroyed) immediately upon request or when the Potential Investor declines to make an offer for the Property or terminates any discussions or negotiations with respect to the Property.

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7. Potential Buyer is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property. Potential Buyer will not look to Broker or to Owner for any brokerage commission, finder's fee, or other compensation in connection with the sale of the Property or any interest therein. Potential Buyer shall indemnify and hold Owner and Broker and their respective officers, directors, shareholders, partners, members, employees, agents and representatives and any affiliate, successor or assign thereof (collectively, the "Owner/Broker Related Parties"), harmless from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines, fees, costs and expenses (including, but not limited to, court costs and attorney's fees) of any kind, nature or character relating to the Property by any agents or brokers resulting from (i) any failure by Potential Buyer or any Related Party to disclose any relationship Potential Buyer may have with respect to any broker or other intermediary, (ii) any failure by Potential Buyer to pay any amounts claimed by any broker or other intermediary (including, without limitation, any Potential Buyer's Representative), other than Real Estate Investment Group, in connection with the marketing or sale of the Property and (iii) any breach or default hereunder by Potential Buyer and/or any deemed breach or default hereunder by any Related Party.

8. Potential Investor acknowledges that the Property has been offered for sale subject to withdrawal of the Property from the market at any time or rejection of any offer because of the terms thereof, or for any other reason whatsoever, without notice, as well as the termination of discussions with any party at any time without notice for any reason whatsoever.

9. In the event that Potential Buyer and/or any Related Party fails to comply with the terms and conditions of this Agreement, Potential Buyer and such Related Party may be liable to Owner and/or Broker for such breach, Owner and/or Broker shall be entitled to exercise any right, power, or remedy available at law or in equity for such breach. Without prejudice to any other rights or remedies that Owner and/or Broker may have with respect to any breach by Potential Buyer and/or any Related Party, Potential Buyer on behalf of its and any Related Party, hereby acknowledges and agrees that (a) damages would not be an adequate remedy for any breach of the terms of this Agreement by Potential Buyer and/or any Related Party, (b) it is not aware of and will not seek to advance any reason why Owner and/or Broker should not be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the terms of this Agreement by Potential Buyer and/or any Related Party and (c) no proof of special damages shall be necessary for the enforcement of the terms of this Agreement.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and remain in full force and effect for a period of 2 years from Potential Buyer signing this agreement.

Potential Buyer:

Signature: _____

Company: _____

Email: _____

Title: _____

Phone: _____

Date: _____

Address: _____

City, State, Zip: _____

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