

---

HOUSE BILL 2410

---

State of Washington                      62nd Legislature                      2012 Regular Session

By Representatives Stanford, Tharinger, Lytton, Fitzgibbon, and Upthegrove

Read first time 01/13/12.      Referred to Committee on Business & Financial Services.

1            AN ACT Relating to disclosure in real estate transactions of  
2 possible limits on reliance on permit exempt wells in future  
3 development; and amending RCW 64.06.015 and 64.06.013.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5            **Sec. 1.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to read  
6 as follows:

7            (1) In a transaction for the sale of unimproved residential real  
8 property, the seller shall, unless the buyer has expressly waived the  
9 right to receive the disclosure statement under RCW 64.06.010, or  
10 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to  
11 the buyer a completed seller disclosure statement in the following  
12 format and that contains, at a minimum, the following information:

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If  
15 the question clearly does not apply to the property write "NA." If the  
16 answer is "yes" to any \* items, please explain on attached sheets.  
17 Please refer to the line number(s) of the question(s) when you provide  
18 your explanation(s). For your protection you must date and sign each

1 page of this disclosure statement and each attachment. Delivery of the  
2 disclosure statement must occur not later than five business days,  
3 unless otherwise agreed, after mutual acceptance of a written contract  
4 to purchase between a buyer and a seller.

5 NOTICE TO THE BUYER

6 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
7 PROPERTY LOCATED AT . . . . .  
8 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

9 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
10 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
11 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
12 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
13 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
14 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
15 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
16 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
17 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
18 THE TIME YOU ENTER INTO A SALE AGREEMENT.

19 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE  
20 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS  
21 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF  
22 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

23 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
24 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
25 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
26 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
27 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
28 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
29 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
30 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
31 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
32 WARRANTIES.

33 Seller . . . . is/ . . . . is not occupying the property.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

**1. TITLE**

- Yes     No     Don't know    A. Do you have legal authority to sell the property? If no, please explain.
- Yes     No     Don't know    \*B. Is title to the property subject to any of the following?
  - (1) First right of refusal
  - (2) Option
  - (3) Lease or rental agreement
  - (4) Life estate?
- Yes     No     Don't know    \*C. Are there any encroachments, boundary agreements, or boundary disputes?
- Yes     No     Don't know    \*D. Is there a private road or easement agreement for access to the property?
- Yes     No     Don't know    \*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?
- Yes     No     Don't know    \*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
- Yes     No     Don't know    \*G. Is there any study, survey project, or notice that would adversely affect the property?
- Yes     No     Don't know    \*H. Are there any pending or existing assessments against the property?
- Yes     No     Don't know    \*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?
- Yes     No     Don't know    \*J. Is there a boundary survey for the property?
- Yes     No     Don't know    \*K. Are there any covenants, conditions, or restrictions recorded against title to the property?

**2. WATER**

- A. Household Water
  - Yes     No     Don't know    (1) Does the property have potable water supply?
  - (2) If yes, the source of water for the property is:
    - Private or publicly owned water system

1				<input type="checkbox"/> Private well serving only the
2				property
3				* <input type="checkbox"/> Other water system
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
5				agreements?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or
7				unrecorded) for access to and/or
8				maintenance of the water source?
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any problems or repairs
10				needed?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up
12				charge payable before the property can
13				be connected to the water main?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of
15				water availability from the water
16				purveyor serving the property? (If yes,
17				please attach a copy.)
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit,
19				certificate, or claim associated with
20				household water supply for the
21				property? (If yes, please attach a copy.)
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit,
23				certificate, or claim been assigned,
24				transferred, or changed?
25				*(b) If yes, has all or any portion of the
26				water right not been used for five or
27				more successive years?
28				.....
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If no or don't know, <del>((is the water</del>
30				<del>withdrawn from the water source less</del>
31				<del>than 5,000 gallons a day?))</del> <u>does or will</u>
32				<u>a well drawing less than 5,000 gallons</u>
33				<u>per day supply water to the property?</u>
34				<u>(Check with county or city officials to</u>
35				<u>ensure that water is legally available for</u>
36				<u>a new well.)</u>
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(8) Are there any defects in the
38				operation of the water system (e.g.,
39				pipes, tank, pump, etc.)?
40				B. Irrigation Water
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights
42				for the property, such as a water right
43				permit, certificate, or claim? (If yes,
44				please attach a copy.)
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has all or any portion of the
46				water right not been used for five or
47				more successive years?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit,
2				certificate, or claim been assigned,
3				transferred, or changed?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Does the property receive
5				irrigation water from a ditch company,
6				irrigation district, or other entity? If so,
7				please identify the entity that supplies
8				irrigation water to the property:
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) Does or will the property receive
10				irrigation water from a well to irrigate a
11				<u>lawn or noncommercial garden of less</u>
12				<u>than one-half acre in size? (Check with</u>
13				<u>county or city officials to ensure that</u>
14				<u>water is legally available for a new</u>
15				<u>well.)</u>
16				.....
17				C. Outdoor Sprinkler System
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system
19				for the property?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) If yes, are there any defects in the
21				system?
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) If yes, is the sprinkler system
23				connected to irrigation water?
24				<b>3. SEWER/SEPTIC SYSTEM</b>
25				A. The property is served by:
26				<input type="checkbox"/> Public sewer system
27				<input type="checkbox"/> On-site sewage system (including
28				pipes, tanks, drainfields, and all other
29				component parts)
30				<input type="checkbox"/> Other disposal system, please
31				describe:
32				.....
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property subject to any
34				sewage system fees or charges in
35				addition to those covered in your
36				regularly billed sewer or on-site sewage
37				system maintenance service?
38				C. If the property is connected to an
39				on-site sewage system:
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (1) Was a permit issued for its
41				construction?
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Was it approved by the local
43				health department or district following
44				its construction?
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized
46				system?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity system?
2				
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Have there been any changes or repairs to the on-site sewage system?
4				
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?
6				If no, please explain:
7				.....
8				
9				
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?
11				.....
12				
13				
14				
15				<b>4. ELECTRICAL/GAS</b>
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is the property served by natural gas?
17				
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is there a connection charge for gas?
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property served by electricity?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is there a connection charge for electricity?
21				
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any electrical problems on the property?
23				.....
24				
25				<b>5. FLOODING</b>
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is the property located in a government designated flood zone or floodplain?
27				
28				
29				<b>6. SOIL STABILITY</b>
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?
31				.....
32				
33				
34				<b>7. ENVIRONMENTAL</b>
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
36				
37				
38				
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
40				
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
43				
44				
45				

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Are there any shorelines, wetlands,
2							floodplains, or critical areas on the
3							property?
4	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
5							materials, or products in or on the
6							property that may be environmental
7							concerns, such as asbestos,
8							formaldehyde, radon gas, lead-based
9							paint, fuel or chemical storage tanks, or
10							contaminated soil or water?
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Has the property been used for
12							commercial or industrial purposes?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any soil or groundwater
14							contamination?
15	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there transmission poles or
16							other electrical utility equipment
17							installed, maintained, or buried on the
18							property that do not provide utility
19							service to the structures on the
20							property?
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Has the property been used as a
22							legal or illegal dumping site?
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Has the property been used as an
24							illegal drug manufacturing site?
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any radio towers that
26							cause interference with cellular
27							telephone reception?
28							<b>8. HOMEOWNERS'</b>
29							<b>ASSOCIATION/COMMON</b>
30							<b>INTERESTS</b>
31	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is there a homeowners' association?
32							Name of association and contact
33							information for an officer, director,
34							employee, or other authorized agent, if
35							any, who may provide the association's
36							financial statements, minutes, bylaws,
37							fining policy, and other information that
38							is not publicly available:
39							.....
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Are there regular periodic
41							assessments:
42							\$ . . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
43							<input type="checkbox"/> Other .....
44	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Are there any pending special
45							assessments?



1 The foregoing answers and attached  
2 explanations (if any) are complete and  
3 correct to the best of my/our knowledge  
4 and I/we have received a copy hereof.  
5 I/we authorize all of my/our real estate  
6 licensees, if any, to deliver a copy of  
7 this disclosure statement to other real  
8 estate licensees and all prospective  
9 buyers of the property.

10 DATE ..... SELLER ..... SELLER .....

11 NOTICE TO BUYER

12 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE  
13 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE  
14 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS  
15 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF  
16 REGISTERED SEX OFFENDERS.

17 **II. BUYER'S ACKNOWLEDGMENT**

- 18 A. Buyer hereby acknowledges that: Buyer has a duty to pay  
19 diligent attention to any material defects that are known to  
20 Buyer or can be known to Buyer by utilizing diligent  
21 attention and observation.
- 22 B. The disclosures set forth in this statement and in any  
23 amendments to this statement are made only by the Seller  
24 and not by any real estate licensee or other party.
- 25 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),  
26 real estate licensees are not liable for inaccurate information  
27 provided by Seller, except to the extent that real estate  
28 licensees know of such inaccurate information.
- 29 D. This information is for disclosure only and is not intended to  
30 be a part of the written agreement between the Buyer and  
31 Seller.
- 32 E. Buyer (which term includes all persons signing the "Buyer's  
33 acceptance" portion of this disclosure statement below) has  
34 received a copy of this Disclosure Statement (including  
35 attachments, if any) bearing Seller's signature.

36 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
37 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
38 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
39 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
40 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
41 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
42 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE

1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
2 AGREEMENT.

3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

6 DATE . . . . . BUYER . . . . . BUYER . . . . .

7 (2) The seller disclosure statement shall be for disclosure only,  
8 and shall not be considered part of any written agreement between the  
9 buyer and seller of residential property. The seller disclosure  
10 statement shall be only a disclosure made by the seller, and not any  
11 real estate licensee involved in the transaction, and shall not be  
12 construed as a warranty of any kind by the seller or any real estate  
13 licensee involved in the transaction.

14 **Sec. 2.** RCW 64.06.013 and 2010 c 64 s 3 are each amended to read  
15 as follows:

16 (1) In a transaction for the sale of commercial real estate, the  
17 seller shall, unless the buyer has expressly waived the right to  
18 receive the disclosure statement under RCW 64.06.010, or unless the  
19 transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer  
20 a completed seller disclosure statement in the following format and  
21 that contains, at a minimum, the following information:

22 INSTRUCTIONS TO THE SELLER

23 Please complete the following form. Do not leave any spaces blank. If  
24 the question clearly does not apply to the property write "NA." If the  
25 answer is "yes" to any \* items, please explain on attached sheets.  
26 Please refer to the line number(s) of the question(s) when you provide  
27 your explanation(s). For your protection you must date and sign each  
28 page of this disclosure statement and each attachment. Delivery of the  
29 disclosure statement must occur not later than five business days,  
30 unless otherwise agreed, after mutual acceptance of a written contract  
31 to purchase between a buyer and a seller.

32 NOTICE TO THE BUYER

33 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
34 PROPERTY LOCATED AT . . . . .

35 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

36 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR

1 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
2 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
3 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
4 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
5 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
6 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
7 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
8 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
9 THE TIME YOU ENTER INTO A SALE AGREEMENT.

10 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE  
11 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS  
12 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF  
13 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

14 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
15 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
16 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
17 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
18 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
19 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
20 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
21 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
22 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR  
23 WARRANTIES.

24 Seller . . . . is/ . . . . is not occupying the property.

25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer  
and attach documents, if available and not otherwise publicly recorded. If  
necessary, use an attached sheet.

**1. TITLE AND LEGAL**

- |                              |                             |                                     |  |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain.  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?<br>(1) First right of refusal<br>(2) Option<br>(3) Lease or rental agreement<br>(4) Life estate? |







- 1 B. The disclosures set forth in this statement and in any
- 2 amendments to this statement are made only by the Seller
- 3 and not by any real estate licensee or other party.
- 4 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 5 real estate licensees are not liable for inaccurate information
- 6 provided by Seller, except to the extent that real estate
- 7 licensees know of such inaccurate information.
- 8 D. This information is for disclosure only and is not intended to
- 9 be a part of the written agreement between the Buyer and
- 10 Seller.
- 11 E. Buyer (which term includes all persons signing the "Buyer's
- 12 acceptance" portion of this disclosure statement below) has
- 13 received a copy of this Disclosure Statement (including
- 14 attachments, if any) bearing Seller's signature.

15 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
 16 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
 17 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
 18 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
 19 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
 20 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
 21 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE  
 22 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
 23 AGREEMENT.

24 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
 25 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
 26 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
 27 DATE . . . . . BUYER . . . . . BUYER . . . . .

28 (2) The seller disclosure statement shall be for disclosure only,  
 29 and shall not be considered part of any written agreement between the  
 30 buyer and seller of residential property. The seller disclosure  
 31 statement shall be only a disclosure made by the seller, and not any  
 32 real estate licensee involved in the transaction, and shall not be  
 33 construed as a warranty of any kind by the seller or any real estate  
 34 licensee involved in the transaction.

--- END ---