

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 5895

60th Legislature
2007 Regular Session

Passed by the Senate March 10, 2007
YEAS 39 NAYS 9

President of the Senate

Passed by the House April 4, 2007
YEAS 94 NAYS 1

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 5895** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

SUBSTITUTE SENATE BILL 5895

Passed Legislature - 2007 Regular Session

State of Washington 60th Legislature 2007 Regular Session

By Senate Committee on Consumer Protection & Housing (originally sponsored by Senators Fraser, Swecker, Tom, Shin, Kline, McCaslin, Kilmer, Jacobsen, Delvin and Honeyford)

READ FIRST TIME 02/23/07.

1 AN ACT Relating to seller disclosure of information concerning
2 residential real property; amending RCW 64.06.005, 64.06.010, and
3 64.06.020; adding a new section to chapter 64.06 RCW; and creating a
4 new section.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) Some purchasers of residential property have been financially
8 ruined, and their health threatened, by the discovery of toxic
9 materials buried or otherwise hidden on the property, that was not
10 disclosed by the seller who had actual knowledge of the presence of
11 such materials before the sale;

12 (b) Current law exempts some sellers from legal responsibility to
13 disclose what they know about the presence of toxic materials on
14 unimproved property they are selling for residential purposes; and

15 (c) Seller disclosure statements provide information of fundamental
16 importance to a buyer to help the buyer determine whether the property
17 has health and safety characteristics suitable for residential use and
18 whether the buyer can financially afford the cleanup costs and related
19 legal costs.

1 (2) The legislature intends that:

2 (a) Purchasers of unimproved property intended to be used for
3 residential purposes be entitled to receive from the seller information
4 known by the seller about toxic materials on or buried in the property;

5 (b) There be no legal exemptions from such disclosure in the
6 interests of fairness and transparency in residential property sales
7 transactions; and

8 (c) Separate residential property sales disclosure forms be used
9 for improved and unimproved property, to assist with transparency in
10 property transactions.

11 **Sec. 2.** RCW 64.06.005 and 2002 c 268 s 8 are each amended to read
12 as follows:

13 ~~((This chapter applies only to residential real property. For
14 purposes of this chapter,))~~ The definitions in this section apply
15 throughout this chapter unless the context clearly requires otherwise.

16 (1) "Improved residential real property" means:

17 ~~((1))~~ (a) Real property consisting of, or improved by, one to
18 four residential dwelling units;

19 ~~((2))~~ (b) A residential condominium as defined in RCW
20 64.34.020(9), unless the sale is subject to the public offering
21 statement requirement in the Washington condominium act, chapter 64.34
22 RCW;

23 ~~((3))~~ (c) A residential timeshare, as defined in RCW
24 64.36.010(11), unless subject to written disclosure under the
25 Washington timeshare act, chapter 64.36 RCW; or

26 ~~((4))~~ (d) A mobile or manufactured home, as defined in RCW
27 43.22.335 or 46.04.302, that is personal property.

28 (2) "Residential real property" means both improved and unimproved
29 residential real property.

30 (3) "Seller disclosure statement" means the form to be completed by
31 the seller of residential real property as prescribed by this chapter.

32 (4) "Unimproved residential real property" means property zoned for
33 residential use that is not improved by residential dwelling units, a
34 residential condominium, a residential timeshare, or a mobile or
35 manufactured home.

1 **Sec. 3.** RCW 64.06.010 and 1994 c 200 s 2 are each amended to read
2 as follows:

3 This chapter does not apply to the following transfers of
4 residential real property:

5 (1) A foreclosure(~~(7)~~) or deed-in-lieu of foreclosure(~~(, or a sale~~
6 ~~by a lienholder who acquired the residential real property through~~
7 ~~foreclosure or deed in lieu of foreclosure)~~);

8 (2) A gift or other transfer to a parent, spouse, or child of a
9 transferor or child of any parent or spouse of a transferor;

10 (3) A transfer between spouses in connection with a marital
11 dissolution;

12 (4) A transfer where a buyer had an ownership interest in the
13 property within two years of the date of the transfer including, but
14 not limited to, an ownership interest as a partner in a partnership, a
15 limited partner in a limited partnership, a shareholder in a
16 corporation, a leasehold interest, or transfers to and from a
17 facilitator pursuant to a tax deferred exchange;

18 (5) A transfer of an interest that is less than fee simple, except
19 that the transfer of a vendee's interest under a real estate contract
20 is subject to the requirements of this chapter; (~~and~~)

21 (6) A transfer made by the personal representative of the estate of
22 the decedent or by a trustee in bankruptcy; and

23 (7) A transfer in which the buyer has expressly waived the receipt
24 of the seller disclosure statement. However, if the answer to any of
25 the questions in the section entitled "Environmental" would be "yes,"
26 the buyer may not waive the receipt of the "Environmental" section of
27 the seller disclosure statement.

28 **Sec. 4.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read
29 as follows:

30 (1) In a transaction for the sale of improved residential real
31 property, the seller shall, unless the buyer has expressly waived the
32 right to receive the disclosure statement under RCW 64.06.010, or
33 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
34 the buyer a completed seller disclosure statement in the following
35 format and that contains, at a minimum, the following information:

36 INSTRUCTIONS TO THE SELLER

37 Please complete the following form. Do not leave any spaces blank. If

1 the question clearly does not apply to the property write "NA((#))."
2 If the answer is "yes" to any * items, please explain on attached
3 sheets. Please refer to the line number(s) of the question(s) when you
4 provide your explanation(s). For your protection you must date and
5 sign each page of this disclosure statement and each attachment.
6 Delivery of the disclosure statement must occur not later than five
7 business days, unless otherwise agreed, after mutual acceptance of a
8 written contract to purchase between a buyer and a seller.

9 NOTICE TO THE BUYER

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

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

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

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

37 Seller is/ is not occupying the property.

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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 ((#D-)) *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

Yes No Don't know ((#E-)) *F. Are there any written agreements for joint maintenance of an easement or right-of-way?

Yes No Don't know ((#F-)) *G. Is there any study, survey project, or notice that would adversely affect the property?

Yes No Don't know ((#G-)) *H. Are there any pending or existing assessments against the property?

Yes No Don't know ((#H-)) *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?

Yes No Don't know ((#I-)) *J. Is there a boundary survey for the property?

Yes No Don't know ((#J-)) *K. Are there any covenants, conditions, or restrictions which affect the property?

2. WATER

A. Household Water

1 (1) The source of water for the
2 property is:
3 Private or publicly owned water
4 system
5 Private well serving only the
6 subject property
7 Other water system
8 Yes No Don't know *If shared, are there any written
9 agreements?
10 Yes No Don't know *(2) Is there an easement (recorded
11 or unrecorded) for access to and/or
12 maintenance of the water source?
13 Yes No Don't know *(3) Are there any known problems
14 or repairs needed?
15 Yes No Don't know (4) During your ownership, has the
16 source provided an adequate
17 year-round supply of potable
18 water? If no, please explain.
19 Yes No Don't know *(5) Are there any water treatment
20 systems for the property? If yes,
21 are they Leased Owned
22 Yes No Don't know *(6) Are there any water rights for
23 the property associated with its
24 domestic water supply, such as a
25 water right permit, certificate, or
26 claim?
27 Yes No Don't know (a) If yes, has the water right
28 permit, certificate, or claim been
29 assigned, transferred, or changed?
30 (b) If yes, has all or any portion of
31 the water right not been used for
32 five or more successive years? (If
33 yes, please explain.)
34

35 B. Irrigation Water

36 Yes No Don't know (1) Are there any irrigation water
37 rights for the property, such as a
38 water right(=) permit, certificate,
39 or claim?
40 Yes No Don't know *(a) If yes, ((have the water rights
41 been used during the last five
42 years)) has all or any portion of the
43 water right not been used for five or
44 more successive years?
45 Yes No Don't know *(b) If so, is the certificate
46 available? (If yes, please attach a
47 copy.)

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?</u>
2				<u>If so, explain:</u>
3			
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:</u>
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12				
13				C. Outdoor Sprinkler System
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
15				
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
17				
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
19				
20				
21				3. SEWER/ON-SITE SEWAGE SYSTEM
22				A. The property is served by:
23				<input type="checkbox"/> Public sewer system,
24				<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25				<input type="checkbox"/> Other disposal system, please describe:
26			
27				
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29				
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
31			
32				
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34				
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
36				
37				
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40				D. If the property is connected to an on-site sewage system:
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?
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46				(2) When was it last pumped:
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**6. HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS**

Yes No Don't know A. Is there a Home Owners' Association? Name of Association

Yes No Don't know B. Are there regular periodic assessments:
\$. . . per Month Year
 Other

Yes No Don't know *C. Are there any pending special assessments?

Yes No Don't know *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

**7. ((GENERAL))
ENVIRONMENTAL**

Yes No Don't know *A. Have there been any drainage problems on the property?

Yes No Don't know *B. Does the property contain fill material?

Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

Yes No Don't know D. ~~((Is the property in a designated floodplain))~~ Are there any shorelines, wetlands, floodplains, or critical areas on the property?

Yes No Don't know *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water ?

Yes No Don't know *F. Has the property been used for commercial or industrial purposes?

Yes No Don't know *G. Is there any soil or groundwater contamination?

1 Yes No Don't know *H. Are there transmission poles,
2 transformers, or other utility equipment
3 installed, maintained, or buried on the
4 property?
5 Yes No Don't know *I. Has the property been used as a
6 legal or illegal dumping site?
7 Yes No Don't know *~~(G-F)~~ J. Has the property ((ever))
8 been used as an illegal drug
9 manufacturing site?
10 Yes No Don't know *~~(H-G)~~ K. Are there any radio
11 towers in the area that may cause
12 interference with telephone reception?

13 **8. MANUFACTURED AND**
14 **MOBILE HOMES**

15 If the property includes a manufactured
16 or mobile home,

17 Yes No Don't know *A. Did you make any alterations to the
18 home? If yes, please describe the
19 alterations:
20 Yes No Don't know *B. Did any previous owner make any
21 alterations to the home? If yes, please
22 describe the alterations:
23 Yes No Don't know *C. If alterations were made, were
24 permits or variances for these alterations
25 obtained?

26 **9. FULL DISCLOSURE BY**
27 **SELLERS**

28 A. Other conditions or defects:
29 Yes No Don't know *Are there any other existing material
30 defects affecting the property that a
31 prospective buyer should know about?
32 B. Verification:
33 The foregoing answers and attached
34 explanations (if any) are complete and
35 correct to the best of my/our knowledge
36 and I/we have received a copy hereof.
37 I/we authorize all of my/our real estate
38 licensees, if any, to deliver a copy of
39 this disclosure statement to other real
40 estate licensees and all prospective
41 buyers of the property.

42 DATE SELLER SELLER

43 NOTICE TO THE BUYER

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
2 BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
3 NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
4 THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
5 REGISTERED SEX OFFENDERS.

6 **II. BUYER'S ACKNOWLEDGMENT**

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

25 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
27 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
29 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
32 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
33 AGREEMENT.

34 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
35 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
36 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
37 DATE BUYER BUYER

38 (2) If the disclosure statement is being completed for new
39 construction which has never been occupied, the disclosure statement is
40 not required to contain and the seller is not required to complete the
41 questions listed in item 4. Structural or item 5. Systems and
42 Fixtures.

1 (3) The seller disclosure statement shall be for disclosure only,
2 and shall not be considered part of any written agreement between the
3 buyer and seller of residential property. The seller disclosure
4 statement shall be only a disclosure made by the seller, and not any
5 real estate licensee involved in the transaction, and shall not be
6 construed as a warranty of any kind by the seller or any real estate
7 licensee involved in the transaction.

8 NEW SECTION. **Sec. 5.** A new section is added to chapter 64.06 RCW
9 to read as follows:

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

16 INSTRUCTIONS TO THE SELLER

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

26 NOTICE TO THE BUYER

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

30 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
31 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
32 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
33 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
34 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
35 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
36 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S

1 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
2 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
3 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

18 Seller is/ is not occupying the property.

19

I. SELLER'S DISCLOSURES:

20

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

23

1. TITLE

24

Yes No Don't know A. Do you have legal authority to sell
25 the property? If no, please explain.

26

Yes No Don't know *B. Is title to the property subject to
27 any of the following?

28

(1) First right of refusal

29

(2) Option

30

(3) Lease or rental agreement

31

(4) Life estate?

32

Yes No Don't know *C. Are there any encroachments,
33 boundary agreements, or boundary
34 disputes?

35

Yes No Don't know *D. Is there a private road or easement
36 agreement for access to the property?

36

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
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5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
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7				
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
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11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there any pending or existing assessments against the property?
12				
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
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18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Is there a boundary survey for the property?
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20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any covenants, conditions, or restrictions which affect the property?
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23				2. WATER
24				A. Household Water
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Does the property have potable water supply?
26				
27				(2) If yes, the source of water for the property is:
28				<input type="checkbox"/> Private or publicly owned water system
29				<input type="checkbox"/> Private well serving only the property
30				<input type="checkbox"/> Other water system
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34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written agreements?
35				
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
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39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any known problems or repairs needed?
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41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
42				
43				
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
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A. The property is served by:
 Public sewer system
 On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
 Other disposal system, please describe:
.....

Yes No Don't know

B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

Yes No Don't know

*(1) Was a permit issued for its construction?

Yes No Don't know

*(2) Was it approved by the local health department or district following its construction?

Yes No Don't know

(3) Is the septic system a pressurized system?

Yes No Don't know

(4) Is the septic system a gravity system?

Yes No Don't know

*(5) Have there been any changes or repairs to the on-site sewage system?

Yes No Don't know

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:
.....

Yes No Don't know

(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? If yes, please explain:
.....

4. ELECTRICAL/GAS

Yes No Don't know

A. Is the property served by natural gas?

Yes No Don't know

B. Is there a connection charge for gas?

Yes No Don't know

C. Is the property served by electricity?

Yes No Don't know

D. Is there a connection charge for electricity?

Yes No Don't know

E. Are there any electrical problems on the property? If yes, please explain:
.....

5. FLOODING

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any flooding, standing water, or drainage problems on the property or affecting access to the property? If yes, please explain:
2				
3				
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property located in a government designated flood zone or floodplain?
7				
8				
9				6. SOIL STABILITY
10	<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? If yes, please explain:
11				
12				
13				
14				
15	<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? If yes, please explain:
16				
17				
18				
19				7. ENVIRONMENTAL
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage problems on the property?
21				
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill material?
23				
24	<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?
25				
26				
27				
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
29				
30				
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
32				
33				
34				
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38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for commercial or industrial purposes?
39				
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?
43				
44				
45				
46	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a legal or illegal dumping site?
47				

1 If the answer to E is "yes," what is the
2 status or outcome of those applications?
3

4 **10. FULL DISCLOSURE BY**
5 **SELLERS**

6 A. Other conditions or defects:
7 Yes No Don't know *Are there any other existing material
8 defects affecting the property that a
9 prospective buyer should know about?

10 B. Verification:
11 The foregoing answers and attached
12 explanations (if any) are complete and
13 correct to the best of my/our knowledge
14 and I/we have received a copy hereof.
15 I/we authorize all of my/our real estate
16 licensees, if any, to deliver a copy of
17 this disclosure statement to other real
18 estate licensees and all prospective
19 buyers of the property.

20 DATE SELLER SELLER

21 NOTICE TO BUYER
22 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
23 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
24 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
25 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
26 REGISTERED SEX OFFENDERS.

27 **II. BUYER'S ACKNOWLEDGMENT**

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

46 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
47 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME

1 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
2 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
3 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
4 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
5 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
6 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
7 AGREEMENT.

8 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
9 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
10 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
11 DATE BUYER BUYER

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

--- END ---