

CERTIFICATION OF ENROLLMENT

**SUBSTITUTE HOUSE BILL 1420**

61st Legislature  
2009 Regular Session

Passed by the House April 24, 2009  
Yeas 58 Nays 36

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**Speaker of the House of Representatives**

Passed by the Senate April 22, 2009  
Yeas 49 Nays 0

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**President of the Senate**

Approved

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**Governor of the State of Washington**

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1420** as passed by the House of Representatives and the Senate on the dates hereon set forth.

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**Chief Clerk**

FILED

**Secretary of State  
State of Washington**

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**SUBSTITUTE HOUSE BILL 1420**

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AS AMENDED BY THE SENATE

Passed Legislature - 2009 Regular Session

**State of Washington                      61st Legislature                      2009 Regular Session**

**By** House Commerce & Labor (originally sponsored by Representatives Conway, Condotta, Maxwell, Williams, Chandler, Wood, Hinkle, and Kelley)

READ FIRST TIME 02/10/09.

1            AN ACT Relating to real estate seller disclosure; amending RCW  
2 64.06.005, 64.06.015, 64.06.020, and 64.06.040; and creating a new  
3 section.

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

5            **Sec. 1.** RCW 64.06.005 and 2007 c 107 s 2 are each amended to read  
6 as follows:

7            The definitions in this section apply throughout this chapter  
8 unless the context clearly requires otherwise.

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

10            (a) Real property consisting of, or improved by, one to four  
11 residential dwelling units;

12            (b) A residential condominium as defined in RCW 64.34.020(9),  
13 unless the sale is subject to the public offering statement requirement  
14 in the Washington condominium act, chapter 64.34 RCW;

15            (c) A residential timeshare, as defined in RCW 64.36.010(11),  
16 unless subject to written disclosure under the Washington timeshare  
17 act, chapter 64.36 RCW; or

18            (d) A mobile or manufactured home, as defined in RCW 43.22.335 or  
19 46.04.302, that is personal property.

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

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

5 (4) "Unimproved residential real property" means property zoned for  
6 residential use that is not improved by residential dwelling units, a  
7 residential condominium, a residential timeshare, or a mobile or  
8 manufactured home. It does not include property defined as "timber  
9 land" under RCW 84.34.020.

10 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read  
11 as follows:

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

18 INSTRUCTIONS TO THE SELLER

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

28 NOTICE TO THE BUYER

29 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
30 PROPERTY LOCATED AT . . . . .

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

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

1 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
2 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
3 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
4 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
5 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

20 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?

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
2							(( <del>may</del> )) affect the Buyer's use of the
3							property?
4							
5	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are there any written agreements
6							for joint maintenance of an easement or
7							right-of-way?
8	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project,
9							or notice that would adversely affect the
10							property?
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing
12							assessments against the property?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Are there any zoning violations,
14							nonconforming uses, or any unusual
15							restrictions on the property that
16							(( <del>would</del> )) affect future construction or
17							remodeling?
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the
19							property?
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants,
21							conditions, or restrictions ( <del>which</del>
22							affect)) <u>recorded against title to the</u>
23							property?
24							<b>2. WATER</b>
25							A. Household Water
26	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(1) Does the property have potable
27							water supply?
28							(2) If yes, the source of water for the
29							property is:
30							<input type="checkbox"/> Private or publicly owned water
31							system
32							<input type="checkbox"/> Private well serving only the
33							property
34							* <input type="checkbox"/> Other water system
35	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written
36							agreements?
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(3) Is there an easement (recorded or
38							unrecorded) for access to and/or
39							maintenance of the water source?
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(4) Are there any ( <del>known</del> ) problems
41							or repairs needed?
42	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(5) Is there a connection or hook-up
43							charge payable before the property can
44							be connected to the water main?



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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

\*<sup>(1)</sup> Was a permit issued for its construction?

Yes     No     Don't know

\*<sup>(2)</sup> Was it approved by the local health department or district following its construction?

Yes     No     Don't know

<sup>(3)</sup> Is the septic system a pressurized system?

Yes     No     Don't know

<sup>(4)</sup> Is the septic system a gravity system?

Yes     No     Don't know

\*<sup>(5)</sup> Have there been any changes or repairs to the on-site sewage system?

Yes     No     Don't know

<sup>(6)</sup> 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

\*<sup>(7)</sup> 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

\*<sup>E</sup>. Are there any electrical problems on the property? ~~((If yes, please explain:))~~  
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**5. FLOODING**

Yes     No     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:  
.....  
 Yes     No     Don't know    B-) Is the property located in a government designated flood zone or floodplain?

**6. SOIL STABILITY**

Yes     No     Don't know    \*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? ((If yes, please explain:  
.....  
 Yes     No     Don't know    B. Does any part of the property contain fill dirt, waste, or other fill material? If yes, please explain:))  
.....

**7. ENVIRONMENTAL**

Yes     No     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?

Yes     No     Don't know    \*B. Does any part of the property contain fill dirt, waste, or other 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. 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 in or 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 .....  
 2  Yes  No  Don't know D. Do you have a forest management  
 3 plan? If yes, attach.  
 4  Yes  No  Don't know \*E. Have any development-related  
 5 permit applications been submitted to  
 6 any government agencies? (~~If so,~~  
 7 ~~specify:~~)  
 8 .....  
 9 If the answer to E is "yes," what is the  
 10 status or outcome of those applications?  
 11 .....

12 **10. FULL DISCLOSURE BY**  
 13 **SELLERS**

14 A. Other conditions or defects:  
 15  Yes  No  Don't know \*Are there any other existing material  
 16 defects affecting the property that a  
 17 prospective buyer should know about?  
 18 B. Verification:  
 19 The foregoing answers and attached  
 20 explanations (if any) are complete and  
 21 correct to the best of my/our knowledge  
 22 and I/we have received a copy hereof.  
 23 I/we authorize all of my/our real estate  
 24 licensees, if any, to deliver a copy of  
 25 this disclosure statement to other real  
 26 estate licensees and all prospective  
 27 buyers of the property.

28 DATE ..... SELLER ..... SELLER .....

29 NOTICE TO BUYER

30 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE  
 31 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE  
 32 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS  
 33 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF  
 34 REGISTERED SEX OFFENDERS.

35 **II. BUYER'S ACKNOWLEDGMENT**

- 36 A. Buyer hereby acknowledges that: Buyer has a duty to pay  
 37 diligent attention to any material defects that are known to  
 38 Buyer or can be known to Buyer by utilizing diligent  
 39 attention and observation.
- 40 B. The disclosures set forth in this statement and in any  
 41 amendments to this statement are made only by the Seller  
 42 and not by any real estate licensee or other party.
- 43 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),  
 44 real estate licensees are not liable for inaccurate information  
 45 provided by Seller, except to the extent that real estate  
 46 licensees know of such inaccurate information.

- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

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

17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
18 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
19 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
20 DATE . . . . . BUYER . . . . . BUYER . . . . .

21 (2) The seller disclosure statement shall be for disclosure only,  
22 and shall not be considered part of any written agreement between the  
23 buyer and seller of residential property. The seller disclosure  
24 statement shall be only a disclosure made by the seller, and not any  
25 real estate licensee involved in the transaction, and shall not be  
26 construed as a warranty of any kind by the seller or any real estate  
27 licensee involved in the transaction.

28 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 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

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

10 NOTICE TO THE BUYER

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

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

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

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

1 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    \*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    \*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 would 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 (~~which affect~~) recorded against 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~~)  
14 problems 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  Yes  No  Don't know \*(7) Are there any defects in the  
35 operation of the water system (e.g.,  
36 pipes, tank, pump, etc.)?  
37 . . . . .  
38 B. Irrigation Water  
39  Yes  No  Don't know (1) Are there any irrigation water  
40 rights for the property, such as a  
41 water right permit, certificate, or  
42 claim?  
43  Yes  No  Don't know \*(a) If yes, has all or any portion of  
44 the water right not been used for  
45 five or more successive years?~~

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (b) If so, is the certificate available? (If yes, please attach a copy.)
2				
3				
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ((If so, explain:))
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6				
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8				.....
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (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:
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15				.....
16				<b>C. Outdoor Sprinkler System</b>
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
18				
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) If yes, are there any defects in the system? (.....)
20				
21	<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?
22				
23				
24				<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>
25				<b>A. The property is served by:</b>
26				<input type="checkbox"/> Public sewer system,
27				<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
28				<input type="checkbox"/> Other disposal system, please describe:
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33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<b>B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.</b>
34				
35				
36				
37				.....
38	<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?
39				
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41				
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43				<b>D. If the property is connected to an on-site sewage system:</b>
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\*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system . . . . .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type): . . . . .
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish . . . . .
			Other: . . . . .

\*C. Are any of the following kinds of wood burning appliances present at the property?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Woodstove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Fireplace insert?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Pellet stove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Fireplace?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a Homeowners' Association? Name of Association: .....
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic assessments: \$ . . . per <input type="checkbox"/> Month <input type="checkbox"/> Year <input type="checkbox"/> Other .....

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special assessments?
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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)?
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**7. ENVIRONMENTAL**

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any <u>flooding, standing water, or drainage</u> problems on the property <u>that affect the property or access to the property</u> ?
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1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does <u>any part of</u> the property
2				contain fill <u>dirt, waste, or other fill</u>
3				material?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the
5				property from fire, wind, floods, beach
6				movements, earthquake, expansive
7				soils, or landslides?
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands,
9				floodplains, or critical areas on the
10				property?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances,
12				materials, or products <u>in or</u> on the
13				property that may be environmental
14				concerns, such as asbestos,
15				formaldehyde, radon gas, lead-based
16				paint, fuel or chemical storage tanks, or
17				contaminated soil or water?
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
19				commercial or industrial purposes?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater
21				contamination?
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles( <del>(</del>
23				<del>transformers,</del> ) or other <u>electrical</u> utility
24				equipment installed, maintained, or
25				buried on the property <u>that do not</u>
26				<u>provide utility service to the structures</u>
27				<u>on the property?</u>
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
29				legal or illegal dumping site?
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
31				illegal drug manufacturing site?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the
33				area that ( <del>may</del> ) cause interference with
34				<u>cellular</u> telephone reception?
35				
36				<b>8. MANUFACTURED AND</b>
37				<b>MOBILE HOMES</b>
38				If the property includes a manufactured
39				or mobile home,
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Did you make any alterations to the
41				home? If yes, please describe the
42				alterations: . . . . .
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Did any previous owner make any
44				alterations to the home? ( <del>If yes, please</del>
45				<del>describe the alterations: . . . . .</del> )
46	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. If alterations were made, were
47				permits or variances for these alterations
				obtained?

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes     No     Don't know    \*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

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

DATE ..... SELLER ..... SELLER .....

**NOTICE TO THE BUYER**

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

**II. BUYER'S ACKNOWLEDGMENT**

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

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER

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

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

11 (2) If the disclosure statement is being completed for new  
12 construction which has never been occupied, the disclosure statement is  
13 not required to contain and the seller is not required to complete the  
14 questions listed in item 4. Structural or item 5. Systems and  
15 Fixtures.

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

23 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read  
24 as follows:

25 (1) If, after the date that a seller of residential real property  
26 completes a real property transfer disclosure statement, the seller  
27 (~~becomes aware~~) learns from a source other than the buyer or others  
28 acting on the buyer's behalf such as an inspector of additional  
29 information(~~7~~) or an adverse change (~~occurs~~) which makes any of the  
30 disclosures made inaccurate, the seller shall amend the real property  
31 transfer disclosure statement, and deliver the amendment to the buyer.  
32 No amendment shall be required, however, if the seller takes whatever  
33 corrective action is necessary so that the accuracy of the disclosure  
34 is restored, or the adverse change is corrected, at least three  
35 business days prior to the closing date. Unless the corrective action  
36 is completed by the seller prior to the closing date, the buyer shall  
37 have the right to exercise one of the following two options: (a)

1 Approving and accepting the amendment, or (b) rescinding the agreement  
2 of purchase and sale of the property within three business days after  
3 receiving the amended real property transfer disclosure statement.  
4 Acceptance or rescission shall be subject to the same procedures  
5 described in RCW 64.06.030. If the closing date provided in the  
6 purchase and sale agreement is scheduled to occur within the three-  
7 business-day rescission period provided for in this section, the  
8 closing date shall be extended until the expiration of the three-  
9 business-day rescission period. The buyer shall have no right of  
10 rescission if the seller takes whatever action is necessary so that the  
11 accuracy of the disclosure is restored at least three business days  
12 prior to the closing date.

13 (2) In the event any act, occurrence, or agreement arising or  
14 becoming known after the closing of a residential real property  
15 transfer causes a real property transfer disclosure statement to be  
16 inaccurate in any way, the seller of such property shall have no  
17 obligation to amend the disclosure statement, and the buyer shall not  
18 have the right to rescind the transaction under this chapter.

19 (3) If the seller in a residential real property transfer fails or  
20 refuses to provide to the prospective buyer a real property transfer  
21 disclosure statement as required under this chapter, the prospective  
22 buyer's right of rescission under this section shall apply until the  
23 earlier of three business days after receipt of the real property  
24 transfer disclosure statement or the date the transfer has closed,  
25 unless the buyer has otherwise waived the right of rescission in  
26 writing. Closing is deemed to occur when the buyer has paid the  
27 purchase price, or down payment, and the conveyance document, including  
28 a deed or real estate contract, from the seller has been delivered and  
29 recorded. After closing, the seller's obligation to deliver the real  
30 property transfer disclosure statement and the buyer's rights and  
31 remedies under this chapter shall terminate.

32 NEW SECTION. **Sec. 5.** This act applies prospectively only and not  
33 retroactively. It applies only to sales of property that arise on or  
34 after the effective date of this section.

--- END ---