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**SENATE BILL 5284**

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**State of Washington**

**66th Legislature**

**2019 Regular Session**

**By** Senators Liias, Wagoner, Van De Wege, and Hasegawa

Read first time 01/16/19. Referred to Committee on Financial Institutions, Economic Development & Trade.

1 AN ACT Relating to smoke detection devices; amending RCW  
2 43.44.110 and 64.06.020; adding a new section to chapter 43.44 RCW;  
3 adding a new section to chapter 48.19 RCW; and prescribing penalties.

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

5 **Sec. 1.** RCW 43.44.110 and 1995 c 369 s 34 are each amended to  
6 read as follows:

7 (1) Smoke detection devices shall be installed inside all  
8 dwelling units:

9 (a) Occupied by persons other than the owner on and after  
10 December 31, 1981; (~~or~~)

11 (b) Built or manufactured in this state after December 31, 1980;  
12 or

13 (c) Sold on or after the effective date of this section.

14 (2) The smoke detection devices shall be designed, manufactured,  
15 and installed inside dwelling units in conformance with:

16 (a) Nationally accepted standards; and

17 (b) As provided by the administrative procedure act, chapter  
18 34.05 RCW, rules and regulations promulgated by the chief of the  
19 Washington state patrol, through the director of fire protection.

20 (3) Installation of smoke detection devices shall be the  
21 responsibility of the owner. Maintenance of smoke detection devices,

1 including the replacement of batteries where required for the proper  
2 operation of the smoke detection device, shall be the responsibility  
3 of the tenant, who shall maintain the device as specified by the  
4 manufacturer. At the time of a vacancy, the owner shall insure that  
5 the smoke detection device is operational prior to the reoccupancy of  
6 the dwelling unit.

7 (4)(a) For any dwelling unit sold on or after the effective date  
8 of this section, the seller shall install smoke detection devices in  
9 the dwelling unit in accordance with this section before the buyer or  
10 any other person occupies the dwelling unit following such sale. A  
11 violation of this subsection does not affect the transfer of the  
12 title, ownership, or possession of the dwelling unit.

13 (b) Real estate brokers licensed under chapter 18.85 RCW are not  
14 liable in any civil, administrative, or other proceeding for the  
15 failure of any seller or other property owner to comply with the  
16 requirements of this section.

17 (5)(a) Except as provided in (b) of this subsection (5), any  
18 owner or tenant failing to comply with this section shall be punished  
19 by a fine of not more than two hundred dollars.

20 ~~((+5))~~ (b) Any owner failing to comply with this section shall  
21 be punished by a fine of five thousand dollars if, after such  
22 failure, a fire causes property damage, personal injury, or death to  
23 a tenant or a member of a tenant's household. All moneys received  
24 pursuant to this subsection (5)(b) shall be deposited into the smoke  
25 detection device awareness account created in section 2 of this act.

26 (6) This section shall be enforced by the chief of the Washington  
27 state patrol, through the director of fire protection or the director  
28 of fire protection's authorized deputy, or by:

29 (a) The chief of the fire department if the dwelling unit is  
30 located within a city or town; or

31 (b) The county fire marshal or other fire official so designated  
32 by the county legislative authority if the dwelling unit is located  
33 within unincorporated areas of a county.

34 (7) For the purposes of this section:

35 (a) "Dwelling unit" means a single unit providing complete,  
36 independent living facilities for one or more persons including  
37 permanent provisions for living, sleeping, eating, cooking, and  
38 sanitation; and

39 (b) "Smoke detection device" means an assembly incorporating in  
40 one unit a device which detects visible or invisible particles of

1 combustion, the control equipment, and the alarm-sounding device,  
2 operated from a power supply either in the unit or obtained at the  
3 point of installation.

4 NEW SECTION. **Sec. 2.** A new section is added to chapter 43.44  
5 RCW to read as follows:

6 The smoke detection device awareness account is created in the  
7 custody of the state treasurer. All receipts from fines imposed  
8 pursuant to RCW 43.44.110(5)(b) must be deposited into the account.  
9 Expenditures from the account may be used only for the purposes of  
10 raising public awareness of owners and tenants' duties pertaining to  
11 smoke detection devices under RCW 43.44.110 and of the danger to life  
12 and property resulting from a failure to comply with those duties.  
13 Only the Washington state patrol, through the director of fire  
14 protection or the director of fire protection's authorized deputy,  
15 may authorize expenditures from the account. The account is subject  
16 to the allotment procedures under chapter 43.88 RCW, but an  
17 appropriation is not required for expenditures.

18 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to  
19 read as follows:

20 (1) In a transaction for the sale of improved residential real  
21 property, the seller shall, unless the buyer has expressly waived the  
22 right to receive the disclosure statement under RCW 64.06.010, or  
23 unless the transfer is otherwise exempt under RCW 64.06.010, deliver  
24 to the buyer a completed seller disclosure statement in the following  
25 format and that contains, at a minimum, the following information:

26 INSTRUCTIONS TO THE SELLER

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

36 NOTICE TO THE BUYER

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

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

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

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

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

29 **I. SELLER'S DISCLOSURES:**

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

- 33 **1. TITLE**
- 34  Yes  No  Don't know A. Do you have legal authority to sell  
35 the property? If no, please explain.
- 36  Yes  No  Don't know \*B. Is title to the property subject to  
37 any of the following?

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(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 recorded against the property?

**2. WATER**

A. Household Water

1			(1) The source of water for the
2			property is:
3			<input type="checkbox"/> Private or publicly owned
4			water system
5			<input type="checkbox"/> Private well serving only the
6			subject property . . . . .
7			* <input type="checkbox"/> Other water system
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
9			*If shared, are there any written
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
11			* <input type="checkbox"/> (2) Is there an easement
12			(recorded or unrecorded) for
13			access to and/or maintenance of
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
15			* <input type="checkbox"/> (3) Are there any problems or
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
17			(4) During your ownership, has
18			the source provided an adequate
19			year-round supply of potable
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
21			* <input type="checkbox"/> (5) Are there any water
22			treatment systems for the
23			property? If yes, are they
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
25			<input type="checkbox"/> Leased <input type="checkbox"/> Owned
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
27			* <input type="checkbox"/> (6) Are there any water rights
28			for the property associated with
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
30			(a) If yes, has the water right
31			permit, certificate, or claim been
32			assigned, transferred, or
33			changed?
34			* <input type="checkbox"/> (b) If yes, has all or any portion
35			of the water right not been used
36			for five or more successive
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
38			* <input type="checkbox"/> (7) Are there any defects in the
39			operation of the water system
			(e.g. pipes, tank, pump, etc.)?

B. Irrigation Water

Yes     No     Don't know    (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

Yes     No     Don't know    \*(a) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes     No     Don't know    \*(b) If so, is the certificate available? (If yes, please attach a copy.)

Yes     No     Don't know    \*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

Yes     No     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:

C. Outdoor Sprinkler System

Yes     No     Don't know    (1) Is there an outdoor sprinkler system for the property?

Yes     No     Don't know    \*(2) If yes, are there any defects in the system?

Yes     No     Don't know    \*(3) If yes, is the sprinkler system connected to irrigation water?

**3. SEWER/ON-SITE SEWAGE SYSTEM**

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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. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

Yes     No     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?

D. If the property is connected to an on-site sewage system:

Yes     No     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?

(2) When was it last pumped?  
.....

Yes     No     Don't know

\* (3) Are there any defects in the operation of the on-site sewage system?

Don't know    (4) When was it last inspected?  
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By whom: .....

Don't know    (5) For how many bedrooms was the on-site sewage system approved?  
..... bedrooms



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Yes     No     Don't know    E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain: .....

Yes     No     Don't know    \*F. Have there been any changes or repairs to the on-site sewage system?

Yes     No     Don't know    G. 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    \*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?  
.....

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

**4. STRUCTURAL**

Yes     No     Don't know    \*A. Has the roof leaked within the last five years?

Yes     No     Don't know    \*B. Has the basement flooded or leaked?

Yes     No     Don't know    \*C. Have there been any conversions, additions, or remodeling?

Yes     No     Don't know    \*(1) If yes, were all building permits obtained?

Yes     No     Don't know    \*(2) If yes, were all final inspections obtained?

Yes     No     Don't know    D. Do you know the age of the house? If yes, year of original construction:

Yes     No     Don't know    \*E. Has there been any settling, slippage, or sliding of the property or its improvements?

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Yes     No     Don't know    \*F. Are there any defects with the following: (If yes, please check applicable items and explain.)

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|--|---|---|
| <input type="checkbox"/> Foundations       | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls   |
| <input type="checkbox"/> Chimneys          | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm       |
| <input type="checkbox"/> Doors             | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio            |
| <input type="checkbox"/> Ceilings          | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways        |
| <input type="checkbox"/> Pools             | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna            |
| <input type="checkbox"/> Sidewalks         | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces       |
| <input type="checkbox"/> Garage Floors     | <input type="checkbox"/> Walkways       | <input type="checkbox"/> Siding           |
| <input type="checkbox"/> Other             | <input type="checkbox"/> Woodstoves     | <input type="checkbox"/> Elevators        |
| <input type="checkbox"/> Incline Elevators | <input type="checkbox"/> Stairway Chair | <input type="checkbox"/> Wheelchair Lifts |

Lifts

Yes     No     Don't know    \*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? .....

Yes     No     Don't know    H. During your ownership, has the property had any wood destroying organism or pest infestation?

Yes     No     Don't know    I. Is the attic insulated?

Yes     No     Don't know    J. Is the basement insulated?

**5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

Yes     No     Don't know    Electrical system, including wiring, switches, outlets, and service

Yes     No     Don't know    Plumbing system, including pipes, faucets, fixtures, and toilets

Yes     No     Don't know    Hot water tank

Yes     No     Don't know    Garbage disposal

Yes     No     Don't know    Appliances

Yes     No     Don't know    Sump pump

1  Yes  No  Don't know Heating and cooling systems

2  Yes  No  Don't know Security system

3  Owned  Leased

4 Other .....

5 \*B. If any of the following fixtures or

6 property is included with the transfer,

7 are they leased? (If yes, please attach

8 copy of lease.)

9  Yes  No  Don't know Security system .....

10  Yes  No  Don't know Tanks (type): .....

11  Yes  No  Don't know Satellite dish .....

12 Other: .....

13 \*C. Are any of the following kinds of

14 wood burning appliances present at

15 the property?

16  Yes  No  Don't know (1) Woodstove?

17  Yes  No  Don't know (2) Fireplace insert?

18  Yes  No  Don't know (3) Pellet stove?

19  Yes  No  Don't know (4) Fireplace?

20  Yes  No  Don't know If yes, are all of the (1)

21 woodstoves or (2) fireplace

22 inserts certified by the U.S.

23 Environmental Protection

24 Agency as clean burning

25 appliances to improve air quality

26 and public health?

27  Yes  No  Don't know D. Is the property located within a

28 city, county, or district or within a

29 department of natural resources fire

30 protection zone that provides fire

31 protection services?

32  Yes  No  Don't know E. Is the property equipped with

33 carbon monoxide alarms?

34 (Note: Pursuant to RCW 19.27.530,

35 seller must equip the residence with

36 carbon monoxide alarms as required

37 by the state building code.)

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Yes     No     Don't know    F. Is the property equipped with smoke (~~alarms~~) detection devices?  
(Note: Pursuant to RCW 43.44.110, seller must equip the residence with smoke detection devices.)

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

Yes     No     Don't know    A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

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. 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?



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Yes     No     Don't know    \*B. Did any previous owner make any alterations to the home?

Yes     No     Don't know    \*C. If alterations were made, were 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.

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

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

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

25 DATE . . . . . BUYER . . . . . BUYER. . . . .

26 (2) If the disclosure statement is being completed for new  
27 construction which has never been occupied, the disclosure statement  
28 is not required to contain and the seller is not required to complete  
29 the questions listed in item 4. Structural or item 5. Systems and  
30 Fixtures.

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

1        NEW SECTION.    **Sec. 4.**    A new section is added to chapter 48.19  
2    RCW to read as follows:

3        (1) All insurance companies writing homeowner's insurance in this  
4    state shall allow an appropriate reduction in premium charges to all  
5    persons who certify the dwelling unit or units covered under the  
6    insurance policy contain properly installed and maintained smoke  
7    detection devices meeting the requirements in RCW 43.44.110.

8        (2) For purposes of this section, "smoke detection device" has  
9    the same meaning as in RCW 43.44.110.

--- **END** ---