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HOUSE BILL 1420

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State of Washington                      61st Legislature                      2009 Regular Session

By Representatives Conway, Condotta, Maxwell, Williams, Chandler,  
Wood, Hinkle, and Kelley

Read first time 01/21/09. Referred to Committee on Commerce & Labor.

1            AN ACT Relating to real estate seller disclosure; and amending RCW  
2 64.06.005, 64.06.010, 64.06.015, 64.06.020, and 64.06.040.

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

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

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

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

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

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

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

17            (d) A mobile or manufactured home, as defined in RCW 43.22.335 or  
18 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 unimproved  
6 property ((zoned)) for which the maximum permitted development is one  
7 to four residential ((use that is not improved by residential dwelling  
8 units, a residential condominium, a residential timeshare, or a mobile  
9 or manufactured home)) units or structures under the county or city  
10 zoning ordinances or comprehensive plan applicable to that real estate  
11 and does not include property defined as "commercial real estate" under  
12 RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020.

13 **Sec. 2.** RCW 64.06.010 and 2008 c 6 s 632 are each amended to read  
14 as follows:

15 This chapter does not apply to the following transfers of  
16 residential real property:

17 (1) A foreclosure or deed-in-lieu of foreclosure;

18 (2) A gift or other transfer to a parent, spouse, domestic partner,  
19 or child of a transferor or child of any parent, spouse, or domestic  
20 partner of a transferor;

21 (3) A transfer between spouses or between domestic partners in  
22 connection with a marital dissolution or dissolution of a state  
23 registered domestic partnership;

24 (4) A transfer where a buyer had an ownership interest in the  
25 property within two years of the date of the transfer including, but  
26 not limited to, an ownership interest as a partner in a partnership, a  
27 limited partner in a limited partnership, a shareholder in a  
28 corporation, a leasehold interest, or transfers to and from a  
29 facilitator pursuant to a tax deferred exchange;

30 (5) A transfer of an interest that is less than fee simple, except  
31 that the transfer of a vendee's interest under a real estate contract  
32 is subject to the requirements of this chapter;

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

35 (7) A transfer to a buyer who intends to acquire the property  
36 primarily for agricultural, commercial, investment, development, or  
37 other business purposes; and

1       (8) A transfer in which the buyer has expressly waived the receipt  
2 of the seller disclosure statement. However, if the answer to any of  
3 the questions in the section entitled "Environmental" would be "yes,"  
4 the buyer may not waive the receipt of the "Environmental" section of  
5 the seller disclosure statement.

6       **Sec. 3.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read  
7 as follows:

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

14 INSTRUCTIONS TO THE SELLER

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

24 NOTICE TO THE BUYER

25 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
26 PROPERTY LOCATED AT . . . . .

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

28 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
29 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
30 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
31 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
32 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
33 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
34 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
35 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE

1 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
2 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

17 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))~~ substantially adversely affect the Buyer's use of the property?

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

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







- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 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 TO  
 17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE  
 19 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 PARTY.  
 24 DATE . . . . . BUYER . . . . . BUYER . . . . .

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

32 **Sec. 4.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read  
 33 as follows:

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

1 INSTRUCTIONS TO THE SELLER

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

11 NOTICE TO THE BUYER

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

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

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

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

1 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
2 WARRANTIES.

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

4  
5 **I. SELLER'S DISCLOSURES:**

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

9 **1. TITLE**

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

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

14 (1) First right of refusal

15 (2) Option

16 (3) Lease or rental agreement

17 (4) Life estate?

18  Yes  No  Don't know \*C. Are there any encroachments,  
19 boundary agreements, or boundary  
20 disputes?

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

23  Yes  No  Don't know \*E. Are there any rights-of-way,  
24 easements, or access limitations that  
25 ((may)) substantially adversely affect  
26 the Buyer's use of the property?

27  Yes  No  Don't know \*F. Are there any written agreements  
28 for joint maintenance of an easement or  
29 right-of-way?

30  Yes  No  Don't know \*G. Is there any study, survey project,  
31 or notice that would adversely affect the  
32 property?

33  Yes  No  Don't know \*H. Are there any pending or existing  
34 assessments against the property?

35  Yes  No  Don't know \*I. Are there any zoning violations,  
36 nonconforming uses, or any unusual  
37 restrictions on the property that  
38 ((would)) substantially adversely affect  
39 future construction or remodeling?

40  Yes  No  Don't know \*J. Is there a boundary survey for the  
41 property?

42  Yes  No  Don't know \*K. Are there any covenants,  
43 conditions, or restrictions ((~~which~~  
44 ~~effect~~) recorded against the property?

**2. WATER**

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A. Household Water

(1) The source of water for the property is:  
 Private or publicly owned water system  
 Private well serving only the subject property . . . . .  
 Other water system

Yes     No     Don't know

\*If shared, are there any written agreements?

Yes     No     Don't know

\*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes     No     Don't know

\*(3) Are there any (~~known~~) problems or repairs needed?

Yes     No     Don't know

(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

Yes     No     Don't know

\*(5) Are there any water treatment systems for the property? If yes, are they  Leased  Owned

Yes     No     Don't know

\*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?

Yes     No     Don't know

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

\*(b) If yes, has all or any portion of the water right not been used for five or more successive years? (~~((If yes, please explain.))~~)

(c) If no or don't know, is the water withdrawn from the water source less than five thousand gallons a day?

Yes     No     Don't know

(7) Are there any defects in the 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?







1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) If yes, were all final
2				inspections obtained?
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Do you know the age of the house?
4				If yes, year of original construction:
5				.....
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Has there been any settling,
7				slippage, or sliding of the property or its
8				improvements?
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Are there any defects with the
10				following: (If yes, please check
11				applicable items and explain.)
12		<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls
13		<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarm
14		<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio
15		<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways
16		<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna
17		<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces
18		<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding
19		<input type="checkbox"/> Other	<input type="checkbox"/> Wood Stoves	
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Was a structural pest or "whole
21				house" inspection done? If yes, when
22				and by whom was the inspection
23				completed? .....
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	H. During your ownership, has the
25				property had any wood destroying
26				organism or pest infestation?
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	I. Is the attic insulated?
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	J. Is the basement insulated?
29				<b>5. SYSTEMS AND FIXTURES</b>
30				*A. If any of the following systems or
31				fixtures are included with the transfer,
32				are there any defects? If yes, please
33				explain.
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including
35				wiring, switches, outlets, and
36				service
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including pipes,
38				faucets, fixtures, and toilets
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
45				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
46				Other .....

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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.)

Yes     No     Don't know    Security system . . . . .  
 Yes     No     Don't know    Tanks (type): . . . . .  
 Yes     No     Don't know    Satellite dish . . . . .  
Other: . . . . .

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

Yes     No     Don't know    Woodstove  
 Yes     No     Don't know    Fireplace insert  
 Yes     No     Don't know    Pellet stove  
 Yes     No     Don't know    Manufactured fireplace  
 Yes     No     Don't know    If yes, are all of the wood burning appliances certified as clean burning by the U.S. Environmental Protection Agency?

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

Yes     No     Don't know    A. Is there a Homeowners' 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. ENVIRONMENTAL**

Yes     No     Don't know    \*A. ((Have)) Are there ((been)) any flooding, standing water, or drainage problems on the property that substantially adversely affect access to the property?

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 on</u> the
13				property ( <del>that may be environmental</del>
14				<del>concerns</del> ), such as asbestos,
15				formaldehyde, radon gas, lead-based
16				paint, fuel or chemical storage tanks, or
17				contaminated soil or water, <u>the presence</u>
18				<u>of which violates any applicable</u>
19				<u>environmental law?</u>
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
21				commercial or industrial purposes?
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. ( <del>Is there any soil or groundwater</del>
23				<del>contamination?</del>
24	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Don't know	*H.) Are there transmission poles,
25				transformers, or other utility equipment
26				installed, maintained, or buried on the
27				property?
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* <del>(I)</del> <u>H</u> . Has the property been used as
29				a legal or illegal dumping site?
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* <del>(J)</del> <u>I</u> . Has the property been used as
31				an illegal drug manufacturing site?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* <del>(K)</del> <u>J</u> . Are there any radio towers in
33				the area that may cause interference
34				with 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)) that substantially adversely affect 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. 5.** 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.

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