

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1420

Chapter 505, Laws of 2009

61st Legislature
2009 Regular Session

REAL ESTATE SELLER DISCLOSURE

EFFECTIVE DATE: 07/26/09

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

FRANK CHOPP

Speaker of the House of Representatives

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

BRAD OWEN

President of the Senate

Approved May 15, 2009, 2:09 p.m.

CHRISTINE GREGOIRE

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.

BARBARA BAKER

Chief Clerk

FILED

May 18, 2009

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1420

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.

I. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> 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				((may)) 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				((would)) 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 (which
22				affect)) <u>recorded against title to the</u>
23				property?
24				2. WATER
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 (known) 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

* (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 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 Yes No Don't know *H. Are there transmission poles(=

2 ~~transformers~~;) or other electrical utility

3 equipment installed, maintained, or

4 buried on the property that do not

5 provide utility service to the structures

6 on the property?

7 Yes No Don't know *I. Has the property been used as a

8 legal or illegal dumping site?

9 Yes No Don't know *J. Has the property been used as an

10 illegal drug manufacturing site?

11 Yes No Don't know *K. Are there any radio towers (~~in the~~

12 ~~area~~) that (~~may~~) cause interference

13 with cellular telephone reception?

14 **8. HOMEOWNERS'**

15 **ASSOCIATION/COMMON**

16 **INTERESTS**

17 Yes No Don't know A. Is there a homeowners' association?

18 Name of association:

19

20 Yes No Don't know B. Are there regular periodic

21 assessments:

22 \$. . . per Month Year

23 Other

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

25 assessments?

26 Yes No Don't know *D. Are there any shared "common

27 areas" or any joint maintenance

28 agreements (facilities such as walls,

29 fences, landscaping, pools, tennis

30 courts, walkways, or other areas co-

31 owned in undivided interest with

32 others)?

33 **9. OTHER FACTS**

34 Yes No Don't know *A. Are there any disagreements,

35 disputes, encroachments, or legal

36 actions concerning the property? (~~If~~

37 ~~yes, please explain:)~~)

38

39 Yes No Don't know *B. Does the property have any plants

40 or wildlife that are designated as

41 species (~~or of~~) of concern, or listed

42 as threatened or endangered by the

43 government?

44 Yes No Don't know *C. Is the property classified or

45 designated as forest land or open space?

46 (~~If so, specify:)~~)

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 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?~~

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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</u> of 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((;
23				transformers,)) 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 (may) cause interference with
34				<u>cellular</u> telephone reception?
35				
36				8. MANUFACTURED AND
37				MOBILE HOMES
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? ((If yes, please
45				describe the alterations:))
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(~~or~~) 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.

Passed by the House April 24, 2009.

Passed by the Senate April 22, 2009.

Approved by the Governor May 15, 2009.

Filed in Office of Secretary of State May 18, 2009.