SUBSTITUTE SENATE BILL 5391

State of Washington 66th Legislature 2019 Regular Session

By Senate Financial Institutions, Economic Development & Trade (originally sponsored by Senators Zeiger, Mullet, Padden, Das, Warnick, Hunt, and Keiser)

READ FIRST TIME 02/15/19.

- 1 AN ACT Relating to seller disclosure requirements in property
- 2 sales; and amending RCW 64.06.013, 64.06.015, and 64.06.020.
- 3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 4 **Sec. 1.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to 5 read as follows:
- 6 (1) In a transaction for the sale of commercial real estate, the
 7 seller shall, unless the buyer has expressly waived the right to
 8 receive the disclosure statement under RCW 64.06.010, or unless the
 9 transfer is otherwise exempt under RCW 64.06.010, deliver to the
 10 buyer a completed seller disclosure statement in the following format
- 11 and that contains, at a minimum, the following information:
- 12 INSTRUCTIONS TO THE SELLER
- 13 Please complete the following form. Do not leave any spaces blank. If
- 14 the question clearly does not apply to the property write "NA." If
- 15 the answer is "yes" to any * items, please explain on attached
- 16 sheets. Please refer to the line number(s) of the question(s) when
- 17 you provide your explanation(s). For your protection you must date
- 18 and sign each page of this disclosure statement and each attachment.
- 19 Delivery of the disclosure statement must occur not later than five

p. 1 SSB 5391

- business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.
- NOTICE TO THE BUYER
- 4 ((THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
- 6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 7 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 8 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 9 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 10 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 11 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 12 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 13 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
- 14 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 15 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 16 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 17 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 18 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 19 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 20 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 21 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
- 22 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 23 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 24 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 25 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 26 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 27 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
- 28 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
- 29 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION,
- 30 DEFECTS, OR WARRANTIES)) The following disclosures are made by seller
- -
- 32 ("the property"), or as legally described on attached exhibit A.
- 33 <u>Seller makes the following disclosures of existing materials facts or</u>
- 34 <u>material defects to buyer based on seller's actual knowledge of the</u>
- 35 property at the time seller completes this disclosure statement.
- 36 Unless you and seller otherwise agree in writing, you have three
- 37 <u>business days from the day seller or seller's agent delivers this</u>
- 38 disclosure statement to you to rescind the agreement by delivering a

p. 2 SSB 5391

1 separately signed written statement of rescission to seller or seller's agent. If the seller does not give you a completed 2 3 disclosure statement, then you may waive the right to rescind prior to or after the time you enter into a sale agreement. 4 5 The following are disclosures made by seller and are not the 6 representation of any real estate licensee or other party. 7 information is for disclosure only and is not intended to be a part 8 of any written agreement between buyer and seller. 9 For a more comprehensive examination of the specific condition of the property you are advised to obtain and pay for the services of 10 11 qualified experts to inspect the property, which may include, without 12 limitation, architects, engineers, land surveyors, plumbers, electricians, roofers, building inspectors, on-site wastewater 13 14 treatment inspectors, or structural pest inspectors. The prospective buyer and seller may wish to obtain professional advice or 15 16 inspections of the property or to provide appropriate provisions in a 17 contract between them with respect to any advice, inspection, defects, or warranties. In addition, if any of seller's answers, 18 including any "don't know" answers, may be cause for further 19 20 inspection, buyer is advised to obtain qualified experts to inspect 21 the property to buyer's satisfaction. 22 Seller . . . is/ . . . is not occupying the property. 23 I. SELLER'S DISCLOSURES: 2.4 *If you answer "Yes" to a question with an asterisk (*), please explain your 25 answer and attach documents, if available and not otherwise publicly recorded. If 26 necessary, use an attached sheet. 27 1. TITLE AND LEGAL 28 [] Yes [] No [] Don't know A. Do you have legal authority to sell 29 the property? If no, please explain. 30 []Yes [] Don't know *B. Is title to the property subject to any [] No 31 of the following? 32 (1) First right of refusal 33 (2) Option 34 (3) Lease or rental agreement

35

p. 3 SSB 5391

(4) Life estate?

1	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,
2				boundary agreements, or boundary
3				disputes?
4	[] Yes	[] No	[] Don't know	*D. Is there any leased parking?
5	[] Yes	[] No	[] Don't know	*E. Is there a private road or easement
6				agreement for access to the property?
7	[] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,
8				easements, shared use agreements, or
9				access limitations?
10	[] Yes	[] No	[] Don't know	*G. Are there any written agreements
11				for joint maintenance of an easement or
12				right-of-way?
13	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations or
14				nonconforming uses?
15	[] Yes	[] No	[] Don't know	*I. Is there a survey for the property?
16	[] Yes	[] No	[] Don't know	*J. Are there any legal actions pending
17				or threatened that affect the property?
18	[] Yes	[] No	[] Don't know	*K. Is the property in compliance with
19				the Americans with Disabilities Act?
20				2. WATER
2021	[] Yes	[] No	[] Don't know	2. WATER *Are there any water rights for the
	[] Yes	[] No	[] Don't know	
21	[] Yes	[] No	[] Don't know	*Are there any water rights for the
21 22	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit,
21 22 23	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim?
21222324	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE
2122232425				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM
212223242526				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *Is the property subject to any sewage
21222324252627				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *Is the property subject to any sewage system fees or charges in addition to
21 22 23 24 25 26 27 28				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed
21 22 23 24 25 26 27 28 29				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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
21 22 23 24 25 26 27 28 29				*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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?
21 22 23 24 25 26 27 28 29 30	[]Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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? 4. STRUCTURAL
21 22 23 24 25 26 27 28 29 30 31	[]Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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? 4. STRUCTURAL *A. Has the roof leaked within the last
21 22 23 24 25 26 27 28 29 30 31 32	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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? 4. STRUCTURAL *A. Has the roof leaked within the last five years?
21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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? 4. STRUCTURAL *A. Has the roof leaked within the last five years? *B. Has any occupied subsurface
21 22 23 24 25 26 27 28 29 30 31 32 33 34 35	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim? 3. SEWER/ON-SITE SEWAGE SYSTEM *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? 4. STRUCTURAL *A. Has the roof leaked within the last five years? *B. Has any occupied subsurface flooded or leaked within the last five

p. 4 SSB 5391

1	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
2				permits obtained?
3	[] Yes	[] No	[] Don't know	*(2) If yes, were all final
4				inspections obtained?
5	[] Yes	[] No	[] Don't know	*D. Has there been any settling,
6				slippage, or sliding of the property or its
7				improvements?
8	[] Yes	[] No	[] Don't know	*E. Are there any defects with the
9				following: (If yes, please check
10				applicable items and explain.)
11		□ Found	ations	□ Slab Floors
12		□ Doors		□ Outbuildings
13		□ Ceiling	gs	□ Exterior Walls
14		□ Sidewa	alks	□ Siding
15		□ Other		
16		□ Interio	or Walls	
17		□ Windo	ows	
18				5. SYSTEMS AND FIXTURES
1.0				
19	[] Yes	[] No	[] Don't know	* Are there any defects in the following
20	[] Yes	[] No	[] Don't know	* Are there any defects in the following systems? If yes, please explain.
	[] Yes	[] No	[] Don't know	-
20				systems? If yes, please explain.
20 21	[] Yes	[] No	[] Don't know	systems? If yes, please explain. (1) Electrical system
202122	[] Yes	[] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system
20212223	[] Yes [] Yes [] Yes	[] No [] No [] No	[] Don't know [] Don't know [] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems
2021222324	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know [] Don't know [] Don't know [] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system
202122232425	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know [] Don't know [] Don't know [] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms
20 21 22 23 24 25 26	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL
 20 21 22 23 24 25 26 27 	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding,
20 21 22 23 24 25 26 27	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on
20 21 22 23 24 25 26 27 28 29	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or
20 21 22 23 24 25 26 27 28 29 30 31	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
20 21 22 23 24 25 26 27 28 29 30 31 32	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Is there any material damage to the
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Is there any material damage to the property from fire, wind, floods, beach
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes [] Yes [] Yes [] Yes	[] No [] No [] No [] No [] No	[] Don't know	systems? If yes, please explain. (1) Electrical system (2) Plumbing system (3) Heating and cooling systems (4) Fire and security system (5) Carbon monoxide alarms 6. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

p. 5 SSB 5391

1	[] Yes	[] No	[] Don't know	*D. Are there any substances, materials,
2				or products in or on the property that
3				may be environmental concerns, such
4				as asbestos, formaldehyde, radon gas,
5				lead-based paint, fuel or chemical
6				storage tanks, or contaminated soil or
7				water?
8	[] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater
9				contamination?
10	[] Yes	[] No	[] Don't know	*F. Has the property been used as a
11				legal or illegal dumping site?
12	[] Yes	[] No	[] Don't know	*G. Has the property been used as an
13				illegal drug manufacturing site?
14				7. FULL DISCLOSURE BY
15				SELLERS
16				A. Other conditions or defects:
17	[] Yes	[] No	[] Don't know	*Are there any other existing material
18				defects affecting the property that a
19				prospective buyer should know about?
20				B. Verification:
21				The foregoing answers and attached
22				explanations (if any) are complete and
23				correct to the best of my/our knowledge
24				and I/we have received a copy hereof.
25				I/we authorize all of my/our real estate
26				licensees, if any, to deliver a copy of
27				this disclosure statement to other real
28				estate licensees and all prospective
29				buyers of the property.
30	DATE		SELLER	SELLER
31			NOTICE 7	TO BUYER
32	INFORM	IATION RI	EGARDING REGIS	STERED SEX OFFENDERS MAY BE
33	OBTAIN	ED FROM	M LOCAL LAW	ENFORCEMENT AGENCIES. THIS
34	NOTICE	IS INTEN	DED ONLY TO IN	FORM YOU OF WHERE TO OBTAIN
35	THIS IN	FORMATIO	ON AND IS NOT	AN INDICATION OF THE PRESENCE
36	OF REGI	STERED S	SEX OFFENDERS.	

II. BUYER'S ACKNOWLEDGMENT

37

p. 6 SSB 5391

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

((DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 19 20 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 21 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 22 23 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT 24 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 25 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE 26 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 27 ACREEMENT. 2.8 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE 29 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE 30 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER 31 Disclosures contained in this disclosure statement are PARTY)) 32 provided by seller based on seller's actual knowledge of the property 33 at the time seller completes this disclosure statement. Unless buyer and seller otherwise agree in writing, buyer shall have three 34 business days from the day seller or seller's agent delivers this 35 disclosure statement of rescission to seller or seller's agent. You 36 37 may waive the right to rescind prior to or after the time you enter 38 into a sale agreement.

p. 7 SSB 5391

- 1 Buyer hereby acknowledges receipt of a copy of this disclosure 2 statement and acknowledges that the disclosures made herein are those
- of the seller only, and not of any real estate licensee or other 3
- 4 party.
- DATE BUYER BUYER 5
- 6 (2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the 7 buyer and seller of residential property. The seller disclosure 8 9 statement shall be only a disclosure made by the seller, and not any 10 real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate
- 11
- licensee involved in the transaction. 12
- Sec. 2. RCW 64.06.015 and 2011 c 200 s 3 are each amended to 13 read as follows: 14
- (1) In a transaction for the sale of unimproved residential real 15 property, the seller shall, unless the buyer has expressly waived the 16
- right to receive the disclosure statement under RCW 64.06.010, or 17 18 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
- to the buyer a completed seller disclosure statement in the following 19
- 20 format and that contains, at a minimum, the following information:
- 2.1 INSTRUCTIONS TO THE SELLER
- Please complete the following form. Do not leave any spaces blank. If 22
- the question clearly does not apply to the property write "NA." If 23
- the answer is "yes" to any * items, please explain on attached 24
- sheets. Please refer to the line number(s) of the question(s) when 25
- 26 you provide your explanation(s). For your protection you must date
- 27 and sign each page of this disclosure statement and each attachment.
- Delivery of the disclosure statement must occur not later than five 28
- business days, unless otherwise agreed, after mutual acceptance of a 29
- written contract to purchase between a buyer and a seller. 30
- 31 NOTICE TO THE BUYER
- ((THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF 32
- 33 THE PROPERTY LOCATED AT.
- 34 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 35 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 36 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 37 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.

p. 8 SSB 5391

- 1 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 2 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 3 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 4 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
- 5 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 6 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 7 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 8 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 9 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 10 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 11 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 12 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
- 13 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 14 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 15 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 16 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 17 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 18 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
- 19 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
- 20 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
- 21 OR WARRANTIES)) The following disclosures are made by seller about
- 23 ("the property"), or as legally described on attached exhibit A.
- 24 <u>Seller makes the following disclosures of existing materials facts or</u>
- 25 material defects to buyer based on seller's actual knowledge of the
- 26 property at the time seller completes this disclosure statement.
- 27 Unless you and seller otherwise agree in writing, you have three
- 28 business days from the day seller or seller's agent delivers this
- 29 disclosure statement to you to rescind the agreement by delivering a
- 30 <u>separately signed written statement of rescission to seller or</u>
- 31 seller's agent. If the seller does not give you a completed
- 32 <u>disclosure statement</u>, then you may waive the right to rescind prior
- 33 to or after the time you enter into a sale agreement.
- 34 The <u>following are disclosures made by seller and are not the</u>
- 35 representation of any real estate licensee or other party. This
- 36 <u>information</u> is for disclosure only and is not intended to be a part
- of any written agreement between buyer and seller.

p. 9 SSB 5391

1	For a more comprehensive examination of the specific condition of the							
2	property you are advised to obtain and pay for the services of							
3	qualified experts to inspect the property, which may include, without							
4	limitation, architects, engineers, land surveyors, plumbers,							
5	electricians, roofers, building inspectors, on-site wastewater							
6	treatment inspectors, or structural pest inspectors. The prospective							
7	buyer and seller may wish to obtain professional advice or							
8	inspections of the property or to provide appropriate provisions in a							
9	contract between them with respect to any advice, inspection,							
10	defects, or warranties. In addition, if any of seller's answers,							
11	including any "don't know" answers, may be cause for further							
12	inspection, buyer is advised to obtain qualified experts to inspect							
13	the property to buyer's satisfaction.							
14	Seller is/ is not occupying the property.							
15	I. SELLER'S DISCLOSURES:							
16	*If you answer "Yes" to a question with an asterisk (*), please explain your							
17	answer and attach documents, if available and not otherwise publicly recorded. If							
18	necessary, use an attached sheet.							
19	1. TITLE							
20	[] Yes [] No [] Don't know A. Do you have legal authority to sell							
21	the property? If no, please explain.							
22	[] Yes [] No [] Don't know *B. Is title to the property subject to							
23	any of the following?							
24	(1) First right of refusal							
25	(2) Option							
26	(3) Lease or rental agreement							
27	(4) Life estate?							
28	[] Yes [] No [] Don't know *C. Are there any encroachments,							
29	boundary agreements, or boundary							
30	disputes?							
31	[] Yes [] No [] Don't know *D. Is there a private road or easement							
32	agreement for access to the property?							
33	[] Yes [] No [] Don't know *E. Are there any rights-of-way,							
34	easements, or access limitations that							
35	affect the Buyer's use of the property?							

p. 10 SSB 5391

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

p. 11 SSB 5391

1	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
2				water availability from the water
3				purveyor serving the property? (If yes,
4				please attach a copy.)
5	[] Yes	[] No	[] Don't know	(7) Is there a water right permit,
6				certificate, or claim associated with
7				household water supply for the
8				property? (If yes, please attach a copy.)
9	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
10				certificate, or claim been assigned,
11				transferred, or changed?
12				*(b) If yes, has all or any portion of the
13				water right not been used for five or
14				more successive years?
15				
16	[] Yes	[] No	[] Don't know	(c) If no or don't know, is the water
17				withdrawn from the water source less
18				than 5,000 gallons a day?
19	[] Yes	[] No	[] Don't know	*(8) Are there any defects in the
20				operation of the water system (e.g.,
21				pipes, tank, pump, etc.)?
22				B. Irrigation Water
23	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
24				rights for the property, such as a water
25				right permit, certificate, or claim? (If
26				yes, please attach a copy.)
27	[] Yes	[] No	[] Don't know	(a) If yes, has all or any portion of the
28				water right not been used for five or
29				more successive years?
30	[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit,
31				certificate, or claim been assigned,
32				transferred, or changed?
33	[] Yes	[] No	[] Don't know	*(2) Does the property receive
34				irrigation water from a ditch company,
35				irrigation district, or other entity? If so,
36				please identify the entity that supplies
37				irrigation water to the property:
38				

p. 12 SSB 5391

1				C. Outdoor Sprinkler System
2	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
3				system for the property?
4	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in the
5				system?
6	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
7				connected to irrigation water?
8				3. SEWER/SEPTIC SYSTEM
9				A. The property is served by:
10				[] Public sewer system
11				[] On-site sewage system (including
12				pipes, tanks, drainfields, and all other
13				component parts)
14				[] Other disposal system, please
15				describe:
16				
17	[] Yes	[] No	[] Don't know	B. Is the property subject to any sewage
18				system fees or charges in addition to
19				those covered in your regularly billed
20				sewer or on-site sewage system
21				maintenance service?
22				C. If the property is connected to an on-
23				site sewage system:
24	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
25				construction?
26	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
27				health department or district following
28				its construction?
29	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
30				system?
31	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity
32				system?
33	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
34				repairs to the on-site sewage system?
35	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
36				including the drainfield, located
37				entirely within the boundaries of the
38				property? If no, please explain:

p. 13 SSB 5391

1				
2	[] Yes	[] No	[] Don't know	*(7) Does the on-site sewage system
3				require monitoring and maintenance
4				services more frequently than once a
5				year?
6				
7				4. ELECTRICAL/GAS
8	[] Yes	[] No	[] Don't know	A. Is the property served by natural
9				gas?
10	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
11	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
12	[] Yes	[] No	[] Don't know	D. Is there a connection charge for
13				electricity?
14	[] Yes	[] No	[] Don't know	*E. Are there any electrical problems
15				on the property?
16				
17				5. FLOODING
18	[] Yes	[] No	[] Don't know	A. Is the property located in a
19				
10				government designated flood zone or
20				government designated flood zone or floodplain?
20	[] Yes	[] No	[] Don't know	floodplain?
20 21	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY
20 21 22	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth
20212223	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil
2021222324	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil
202122232425	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property?
20 21 22 23 24 25 26				floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL
20 21 22 23 24 25 26 27				floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding,
20 21 22 23 24 25 26 27 28				floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems
20 21 22 23 24 25 26 27 28 29				floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property
20 21 22 23 24 25 26 27 28 29 30 31 32	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill material?
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	[] Yes	[] No	[] Don't know	floodplain? 6. SOIL STABILITY *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? 7. ENVIRONMENTAL *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill material? *C. Is there any material damage to the

p. 14 SSB 5391

1	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
2				floodplains, or critical areas on the
3				property?
4	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials,
5				or products in or on the property that
6				may be environmental concerns, such
7				as asbestos, formaldehyde, radon gas,
8				lead-based paint, fuel or chemical
9				storage tanks, or contaminated soil or
10				water?
11	[] Yes	[] No	[] Don't know	*F. Has the property been used for
12				commercial or industrial purposes?
13	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
14				contamination?
15	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
16				other electrical utility equipment
17				installed, maintained, or buried on the
18				property that do not provide utility
19				service to the structures on the
20				property?
21	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
22				legal or illegal dumping site?
23	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
24				illegal drug manufacturing site?
25	[] Yes	[] No	[] Don't know	*K. Are there any radio towers that
26				cause interference with cellular
27				telephone reception?
28				8. HOMEOWNERS'
29				ASSOCIATION/COMMON
30				INTERESTS
31	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association?
32				Name of association and contact
33				information for an officer, director,
34				employee, or other authorized agent, if
35				any, who may provide the association's
36				financial statements, minutes, bylaws,
37				fining policy, and other information
38				that is not publicly available:

p. 15 SSB 5391

1				
2	[] Yes	[] No	[] Don't know	B. Are there regular periodic
3				assessments:
4				\$ per [] Month [] Year
5				[] Other
6	[] Yes	[] No	[] Don't know	*C. Are there any pending special
7				assessments?
8	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
9				areas" or any joint maintenance
10				agreements (facilities such as walls,
11				fences, landscaping, pools, tennis
12				courts, walkways, or other areas co-
13				owned in undivided interest with
14				others)?
15				9. OTHER FACTS
16	[] Yes	[] No	[] Don't know	*A. Are there any disagreements,
17				disputes, encroachments, or legal
18				actions concerning the property?
19				
20	[] Yes	[] No	[] Don't know	*B. Does the property have any plants
21				or wildlife that are designated as
22				species of concern, or listed as
23				threatened or endangered by the
24				government?
25	[] Yes	[] No	[] Don't know	*C. Is the property classified or
26				designated as forestland or open space?
27				
28	[] Yes	[] No	[] Don't know	D. Do you have a forest management
29				plan? If yes, attach.
30	[] Yes	[] No	[] Don't know	*E. Have any development-related
31				permit applications been submitted to
32				any government agencies?
33				
34				If the answer to E is "yes," what is the
35				status or outcome of those
36				applications?
37				

p. 16 SSB 5391

1	[] Yes	[] No	[] Don't know	F. Is the property located within a city,
2				county, or district or within a
3				department of natural resources fire
4				protection zone that provides fire
5				protection services?
6				
7				10. FULL DISCLOSURE BY
8				SELLERS
9				A. Other conditions or defects:
10	[] Yes	[] No	[] Don't know	*Are there any other existing material
11				defects affecting the property that a
12				prospective buyer should know about?
13				B. Verification:
14				The foregoing answers and attached
15				explanations (if any) are complete and
16				correct to the best of my/our knowledg
17				and I/we have received a copy hereof.
18				I/we authorize all of my/our real estate
19				licensees, if any, to deliver a copy of
20				this disclosure statement to other real
21				estate licensees and all prospective
22				buyers of the property.
23	DATE		SELLER	SELLER
24			NOTICE T	O BUYER
25	INFORM	IATION RI	EGARDING REGIS	STERED SEX OFFENDERS MAY BI
26	OBTAIN	ED FROM	M LOCAL LAW	ENFORCEMENT AGENCIES. THIS
27	NOTICE	IS INTEN	DED ONLY TO IN	FORM YOU OF WHERE TO OBTAIN
28	THIS IN	FORMATIO	ON AND IS NOT A	AN INDICATION OF THE PRESENCE
29	OF REGI	STERED S	SEX OFFENDERS.	
30		II. BUYE	ER'S ACKNOWLE	DGMENT
31		A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
32			diligent attention t	o any material defects that are known to
33			Buyer or can be kn	nown to Buyer by utilizing diligent
34			attention and obse	rvation.
35		В.	The disclosures se	et forth in this statement and in any
36			amendments to thi	s statement are made only by the Seller
37			and not by any rea	l estate licensee or other party.

p. 17 SSB 5391

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 and
7	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 ACREE 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	ACREEMENT.
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)) Disclosures contained in this disclosure statement are
25	provided by seller based on seller's actual knowledge of the property
26	at the time seller completes this disclosure statement. Unless buyer
27	and seller otherwise agree in writing, buyer shall have three
28	business days from the day seller or seller's agent delivers this
29	disclosure statement of rescission to seller or seller's agent. You
30	may waive the right to rescind prior to or after the time you enter
31	into a sale agreement.
32	Buyer hereby acknowledges receipt of a copy of this disclosure
33	statement and acknowledges that the disclosures made herein are those
34	of the seller only, and not of any real estate licensee or other
35	party.
36	DATE BUYER BUYER
37	(2) The seller disclosure statement shall be for disclosure only,

and shall not be considered part of any written agreement between the

38

p. 18 SSB 5391

- 1 buyer and seller of residential property. The seller disclosure
- 2 statement shall be only a disclosure made by the seller, and not any
- 3 real estate licensee involved in the transaction, and shall not be
- 4 construed as a warranty of any kind by the seller or any real estate
- 5 licensee involved in the transaction.
- 6 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to read as follows:
- 8 (1) In a transaction for the sale of improved 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
- 12 to 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
- 17 the answer is "yes" to any * items, please explain on attached
- 18 sheets. Please refer to the line number(s) of the question(s) when
- 19 you provide your explanation(s). For your protection you must date
- 20 and sign each page of this disclosure statement and each attachment.
- 21 Delivery of the disclosure statement must occur not later than five
- 22 business days, unless otherwise agreed, after mutual acceptance of a
- 23 written contract 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
- 26 THE 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
- 35 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 36 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 37 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

p. 19 SSB 5391

- 1 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 2 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 3 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 4 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 5 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
- 6 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 7 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 8 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 9 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 10 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 11 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
- 12 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
- 13 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
- 14 OR WARRANTIES)) The following disclosures are made by seller about
- 16 ("the property"), or as legally described on attached exhibit A.
- 17 Seller makes the following disclosures of existing materials facts or
- 18 material defects to buyer based on seller's actual knowledge of the
- 19 property at the time seller completes this disclosure statement.
- 20 <u>Unless you and seller otherwise agree in writing, you have three</u>
- 21 business days from the day seller or seller's agent delivers this
- 22 disclosure statement to you to rescind the agreement by delivering a
- 23 separately signed written statement of rescission to seller or
- 24 seller's agent. If the seller does not give you a completed
- 25 disclosure statement, then you may waive the right to rescind prior
- 26 to or after the time you enter into a sale agreement.
- 27 The following are disclosures made by seller and are not the
- 28 representation of any real estate licensee or other party. This
- 29 information is for disclosure only and is not intended to be a part
- 30 of any written agreement between buyer and seller.
- 31 For a more comprehensive examination of the specific condition of the
- 32 property you are advised to obtain and pay for the services of
- 33 gualified experts to inspect the property, which may include, without
- 34 <u>limitation</u>, <u>architects</u>, <u>engineers</u>, <u>land surveyors</u>, <u>plumbers</u>,
- 35 electricians, roofers, building inspectors, on-site wastewater
- 36 <u>treatment inspectors</u>, or <u>structural pest inspectors</u>. The <u>prospective</u>
- 37 <u>buyer and seller may wish to obtain professional advice or</u>
- 38 inspections of the property or to provide appropriate provisions in a

p. 20 SSB 5391

2	defects, or warra	anties	s. I	n addit	ion, if any of seller's answers,		
3	including any "d	lon't	knc	w" ansv	wers, may be cause for further		
4	inspection, buyer is advised to obtain qualified experts to inspect						
5	the property to bu	yer's	sat	isfactio	<u>on</u> .		
6	Seller is/			is not c	occupying the property.		
7			I. SELI	ER'S DISCLOSU	RES:		
8		*If you a	nswer "Ye	s" to a question w	rith an asterisk (*), please explain your		
9		answer an	d attach do	ocuments, if availab	le and not otherwise publicly recorded. If		
10		necessary,	use an atta	iched sheet.			
11					1. TITLE		
12		[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell		
13					the property? If no, please explain.		
14		[] Yes	[] No	[] Don't know	*B. Is title to the property subject to		
15					any of the following?		
16					(1) First right of refusal		
17					(2) Option		
18					(3) Lease or rental agreement		
19					(4) Life estate?		
20		[] Yes	[] No	[] Don't know	*C. Are there any encroachments,		
21					boundary agreements, or boundary		
22					disputes?		
23		[] Yes	[] No	[] Don't know	*D. Is there a private road or easement		
24					agreement for access to the property?		
25		[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,		
26					easements, or access limitations that		
27					may affect the Buyer's use of the		
28					property?		
29		[] Yes	[] No	[] Don't know	*F. Are there any written agreements		
30					for joint maintenance of an easement		
31					or right-of-way?		
32		[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,		
33					or notice that would adversely affect		
34					the property?		
35		[] Yes	[] No	[] Don't know	*H. Are there any pending or existing		
36					assessments against the property?		

contract between them with respect to any advice, inspection,

1

p. 21 SSB 5391

1	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
2				nonconforming uses, or any unusual
3				restrictions on the property that would
4				affect future construction or
5				remodeling?
6	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
7				property?
8	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
9				conditions, or restrictions recorded
10				against the property?
11				2. WATER
12				A. Household Water
13				(1) The source of water for the
14				property is:
15				[] Private or publicly owned
16				water system
17				[] Private well serving only the
18				subject property
19				*[] Other water system
20	[] Yes	[] No	[] Don't know	*If shared, are there any written
21				agreements?
22	[] Yes	[] No	[] Don't know	*(2) Is there an easement
23				(recorded or unrecorded) for
24				access to and/or maintenance of
25				the water source?
26	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
27				repairs needed?
28	[] Yes	[] No	[] Don't know	(4) During your ownership, has
29				the source provided an adequate
30				year-round supply of potable
31				water? If no, please explain.
32	[] Yes	[] No	[] Don't know	*(5) Are there any water
33				treatment systems for the
34				property? If yes, are they
35				[]Leased []Owned

p. 22 SSB 5391

1	[] Yes	[] No	[] Don't know	*(6) Are there any water rights
2				for the property associated with
3				its domestic water supply, such as
4				a water right permit, certificate,
5				or claim?
6	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
7				permit, certificate, or claim been
8				assigned, transferred, or
9				changed?
10				*(b) If yes, has all or any portion
11				of the water right not been used
12				for five or more successive
13				years?
14	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
15				operation of the water system
16				(e.g. pipes, tank, pump, etc.)?
17			В.	Irrigation Water
18	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
19				rights for the property, such as a
20				water right permit, certificate, or
21				claim?
22	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion
23				of the water right not been used
24				
				for five or more successive
25				for five or more successive years?
	[] Yes	[] No	[] Don't know	
25	[] Yes	[] No	[] Don't know	years?
2526	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate
252627	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate available? (If yes, please attach a
25262728				years? *(b) If so, is the certificate available? (If yes, please attach a copy.)
2526272829				years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right
252627282930				years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been
25262728293031				years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or
25 26 27 28 29 30 31	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
 25 26 27 28 29 30 31 32 33 	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? *(2) Does the property receive
25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? *(2) Does the property receive irrigation water from a ditch
25 26 27 28 29 30 31 32 33 34	[] Yes	[] No	[] Don't know	years? *(b) If so, is the certificate available? (If yes, please attach a copy.) *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? *(2) Does the property receive irrigation water from a ditch company, irrigation district, or

p. 23 SSB 5391

1				C. Outdoor Sprinkler System
2	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
3				system for the property?
4	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects
5				in the system?
6	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler
7				system connected to irrigation
8				water?
9				3. SEWER/ON-SITE SEWAGE
10				SYSTEM
11				A. The property is served by:
12				[] Public sewer system,
13				[] On-site sewage system (including
14				pipes, tanks, drainfields, and all other
15				component parts)
16				[] Other disposal system, please
17				describe:
18	[] Yes	[] No	[] Don't know	B. If public sewer system service is
19				available to the property, is the house
20				connected to the sewer main? If no,
21				please explain.
22	[] Yes	[] No	[] Don't know	*C. Is the property subject to any
23				sewage system fees or charges in
24				addition to those covered in your
25				regularly billed sewer or on-site
26				sewage system maintenance service?
27				D. If the property is connected to an
28				on-site sewage system:
29	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
30				construction, and was it approved
31				by the local health department or
32				district following its
33				construction?
34				(2) When was it last pumped?
35				
36	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
37				operation of the on-site sewage
38				system?

p. 24 SSB 5391

1			[] Don't know	(4) When was it last inspected?
2				
3				By whom:
4			[] Don't know	(5) For how many bedrooms was
5				the on-site sewage system
6				approved?
7				bedrooms
8	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
9				laundry drain, connected to the
10				sewer/on-site sewage system? If no,
11				please explain:
12	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
13				repairs to the on-site sewage system?
14	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
15				including the drainfield, located
16				entirely within the boundaries of the
17				property? If no, please explain.
18				
19	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
20				require monitoring and maintenance
21				services more frequently than once a
22				year?
23				
24	NOTICE:	IF THIS	S RESIDENTIAL	REAL PROPERTY DISCLOSURE
25	STATEME	NT IS BEI	ING COMPLETED	FOR NEW CONSTRUCTION WHICH
26	HAS NEV	ER BEEN	N OCCUPIED, TH	E SELLER IS NOT REQUIRED TO
27	COMPLET	ГЕ ТНЕ О	QUESTIONS LIST	ED IN ITEM 4. STRUCTURAL OR
28	ITEM 5. S	YSTEMS A	AND FIXTURES	
29				4. STRUCTURAL
30	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
31				five years?
32	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
33				leaked?
34	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
35				additions, or remodeling?
36	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
37				permits obtained?

p. 25 SSB 5391

1	[] Yes	[] No	[] Don't know	*(2) If yes, were all final
2				inspections obtained?
3	[] Yes	[] No	[] Don't know	D. Do you know the age of the house?
4				If yes, year of original construction:
5	[] Yes	[] No	[] Don't know	*E. Has there been any settling,
6				slippage, or sliding of the property or
7				its improvements?
8	[] Yes	[] No	[] Don't know	*F. Are there any defects with the
9				following: (If yes, please check
10				applicable items and explain.)
11	□ F	oundations	□ Decks	□ Exterior Walls
12	□С	himneys	□ Interio	r Walls
13	□ D	oors	□ Windo	ws Patio
14	□С	eilings	□ Slab F	loors □ Driveways
15	□ P	ools	□ Hot Tu	ıb 🗆 Sauna
16	□ S	idewalks	□ Outbu	ildings
17	□ G	arage Floor	s 🗆 Walkw	vays □ Siding
18	□О	ther	□ Woods	stoves Elevators
1.0	_ I•	-Unit Eliza		
19	□ 11	icline Elevat	tors Stairw	ay Chair Wheelchair Lifts
20		icime Eleva	tors Stairw Lifts	ay Chair □ Wheelchair Lifts
	[] Yes	[] No		ay Chair □ Wheelchair Lifts *G. Was a structural pest or "whole
20			Lifts	
2021			Lifts	*G. Was a structural pest or "whole
202122			Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when
20212223			Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection
2021222324	[] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
202122232425	[] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20212223242526	[] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27	[] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
 20 21 22 23 24 25 26 27 28 	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29 30	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? J. Is the basement insulated? 5. SYSTEMS AND FIXTURES *A. If any of the following systems or
20 21 22 23 24 25 26 27 28 29 30 31	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? J. Is the basement insulated? 5. SYSTEMS AND FIXTURES *A. If any of the following systems or fixtures are included with the transfer,
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No	Lifts [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

p. 26 SSB 5391

1	[] Yes	[] No	[] Don't know	Plumbing system, including
2				pipes, faucets, fixtures, and
3				toilets
4	[] Yes	[] No	[] Don't know	Hot water tank
5	[] Yes	[] No	[] Don't know	Garbage disposal
6	[] Yes	[] No	[] Don't know	Appliances
7	[] Yes	[] No	[] Don't know	Sump pump
8	[] Yes	[] No	[] Don't know	Heating and cooling systems
9	[] Yes	[] No	[] Don't know	Security system
10				[] Owned [] Leased
11				Other
12				*B. If any of the following fixtures or
13				property is included with the transfer,
14				are they leased? (If yes, please attach
15				copy of lease.)
16	[] Yes	[] No	[] Don't know	Security system
17	[] Yes	[] No	[] Don't know	Tanks (type):
18	[] Yes	[] No	[] Don't know	Satellite dish
19				Other:
20				*C. Are any of the following kinds of
21				wood burning appliances present at
22				the property?
23	[] Yes	[] No	[] Don't know	(1) Woodstove?
24	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
25	[] Yes	[] No	[] Don't know	(3) Pellet stove?
26	[] Yes	[] No	[] Don't know	(4) Fireplace?
27	[] Yes	[] No	[] Don't know	If yes, are all of the (1)
28				woodstoves or (2) fireplace
29				inserts certified by the U.S.
30				Environmental Protection
31				Agency as clean burning
32				appliances to improve air quality
33				and public health?
34	[] Yes	[] No	[] Don't know	D. Is the property located within a
35				city, county, or district or within a
36				department of natural resources fire
37				protection zone that provides fire
38				protection services?

p. 27 SSB 5391

1	[] Yes	[] No	[] Don't know	E. Is the property equipped with
2				carbon monoxide alarms?
3				(Note: Pursuant to RCW 19.27.530,
4				seller must equip the residence with
5				carbon monoxide alarms as required
6				by the state building code.)
7	[] Yes	[] No	[] Don't know	F. Is the property equipped with
8				smoke alarms?
9				6. HOMEOWNERS'
10				ASSOCIATION/COMMON
11				INTERESTS
12	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
13				Association? Name of Association and
14				contact information for an officer,
15				director, employee, or other authorized
16				agent, if any, who may provide the
17				association's financial statements,
18				minutes, bylaws, fining policy, and
19				other information that is not publicly
20				available:
21	[] Yes	[] No	[] Don't know	B. Are there regular periodic
22				assessments:
23				\$ per [] Month [] Year
24				[] Other
25	[] Yes	[] No	[] Don't know	*C. Are there any pending special
26				assessments?
27	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
28				areas" or any joint maintenance
29				agreements (facilities such as walls,
30				fences, landscaping, pools, tennis
31				courts, walkways, or other areas co-
32				owned in undivided interest with
33				others)?
34				7. ENVIRONMENTAL
35	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
36				standing water, or drainage problems
37				on the property that affect the property
38				or access to the property?

p. 28 SSB 5391

_				
1	[] Yes	[] No	[] Don't know	*B. Does any part of the property
2				contain fill dirt, waste, or other fill
3				material?
4	[] Yes	[] No	[] Don't know	*C. Is there any material damage to
5				the property from fire, wind, floods,
6				beach movements, earthquake,
7				expansive soils, or landslides?
8	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
9				floodplains, or critical areas on the
10				property?
11	[] Yes	[] No	[] Don't know	*E. Are there any substances,
12				materials, or products in or 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,
17				or contaminated soil or water?
18	[] Yes	[] No	[] Don't know	*F. Has the property been used for
19				commercial or industrial purposes?
20	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
21				contamination?
22	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
23				other electrical utility equipment
24				installed, maintained, or buried on the
25				property that do not provide utility
26				service to the structures on the
27				property?
28	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
29				legal or illegal dumping site?
30	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
31				illegal drug manufacturing site?
32	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
33				area that cause interference with
34				cellular telephone reception?
35				8. MANUFACTURED AND
36				MOBILE HOMES
37				
38				
SQ				manufactured or mobile home,

p. 29 SSB 5391

1	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to
2				the home? If yes, please describe the
3				alterations:
4	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
5				alterations to the home?
6	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
7				permits or variances for these
8				alterations obtained?
9				9. FULL DISCLOSURE BY
10				SELLERS
11				A. Other conditions or defects:
12	[] Yes	[] No	[] Don't know	*Are there any other existing material
13				defects affecting the property that a
14				prospective buyer should know about?
15				B. Verification:
16				The foregoing answers and attached
17				explanations (if any) are complete and
18				correct to the best of my/our
19				knowledge and I/we have received a
20				copy hereof. I/we authorize all of
21				my/our real estate licensees, if any, to
22				deliver a copy of this disclosure
23				statement to other real estate licensees
24				and all prospective buyers of the
25				property.
26	DATE		SELLER	SELLER
27			NOTICE TO	THE BUYER
28	INFORMA	TION REG	GARDING REGIST	ERED SEX OFFENDERS MAY
29	BE OBTA	INED FR	OM LOCAL LAW	ENFORCEMENT AGENCIES. THIS
30	NOTICE IS	S INTENI	DED ONLY TO INI	FORM YOU OF WHERE TO OBTAIN
31	THIS INFO	ORMATIO	N AND IS NOT A	N INDICATION OF THE PRESENCE
32	OF REGIS	TERED SI	EX OFFENDERS.	
33		II. BUY	ER'S ACKNOWLI	EDGMENT
34		Α.		nowledges that: Buyer has a duty to pay
35		11.		to any material defects that are known to
36			_	known to Buyer by utilizing diligent
37			attention and obse	

p. 30 SSB 5391

1	B. The disclosures set forth in this statement and in any
2	amendments to this statement are made only by the Seller
3	and not by any real estate licensee or other party.
4	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
5	real estate licensees are not liable for inaccurate
6	information provided by Seller, except to the extent that
7	real estate licensees know of such inaccurate information.
8	D. This information is for disclosure only and is not intended
9	to be a part of the written agreement between the Buyer
10	and Seller.
11	E. Buyer (which term includes all persons signing the
12	"Buyer's acceptance" portion of this disclosure statement
13	below) has received a copy of this Disclosure Statement
14	(including attachments, if any) bearing Seller's signature.
15	((DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
16	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
17	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
18	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
19	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT
20	TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
21	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
22	THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
23	AGREEMENT.
24	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
25	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
26	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
27	PARTY)) Disclosures contained in this disclosure statement are
28	provided by seller based on seller's actual knowledge of the property
29	at the time seller completes this disclosure statement. Unless buyer
30	and seller otherwise agree in writing, buyer shall have three
31	business days from the day seller or seller's agent delivers this
32	disclosure statement of rescission to seller or seller's agent. You
33	may waive the right to rescind prior to or after the time you enter
34	into a sale agreement.
35	Buyer hereby acknowledges receipt of a copy of this disclosure
36	statement and acknowledges that the disclosures made herein are those
37	of the seller only, and not of any real estate licensee or other
38	party.
39	DATE BUYER BUYER

p. 31 SSB 5391

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

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

--- END ---

p. 32 SSB 5391