S-1160.1			

SENATE BILL 5642

State of Washington 58th Legislature 2003 Regular Session

By Senators Prentice, Roach, Reardon, Fairley, Esser and Winsley Read first time 02/04/2003. Referred to Committee on Financial Services, Insurance & Housing.

- 1 AN ACT Relating to the residential property seller disclosure 2 statement; and amending RCW 64.06.020.
- 3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read 5 as follows:
- 6 (1) In a transaction for the sale of residential ((real)) property,
 7 the seller shall, unless the buyer has expressly waived the right to
- 8 receive the disclosure statement, or unless the transfer is exempt
- 9 under RCW 64.06.010, deliver to the buyer a completed ((real property
- 10 transfer)) seller disclosure statement in the following format and that
- 11 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 the
- 15 answer is "yes" to any * items, please explain on attached sheets.
- 16 Please refer to the line number(s) of the question(s) when you provide
- 17 your explanation(s). For your protection you must date and sign each
- 18 page of this disclosure statement and each attachment. Delivery of the

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- 1 disclosure statement must occur not later than five business days,
- 2 unless otherwise agreed, after mutual acceptance of a written contract
- 3 to purchase between a buyer and a seller.
- 4 NOTICE TO THE BUYER
- 5 THE FOLLOWING DISCLOSURES ARE MADE BY ((THE SELLER(S), CONCERNING))
- 6 <u>SELLER ABOUT</u> THE CONDITION OF THE PROPERTY LOCATED AT
- 7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 8 ((DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
- 9 BASIS OF)) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
- 10 FACTS OR MATERIAL DEFECTS THAT ARE NOT APPARENT OR READILY
- 11 ASCERTAINABLE TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 12 PROPERTY AT THE TIME ((THIS DISCLOSURE FORM IS COMPLETED BY THE
- 13 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
- 14 <u>SELLER OTHERWISE AGREE IN WRITING,</u> YOU HAVE THREE BUSINESS DAYS((-
- 15 UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S))
- 16 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 17 STATEMENT TO $\underline{\text{YOU TO}}$ RESCIND (($\underline{\text{YOUR}}$)) $\underline{\text{THE}}$ AGREEMENT BY DELIVERING (($\underline{\text{YOUR}}$)
- 18 SEPARATE)) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE
- 19 SELLER, UNLESS YOU WAIVE THIS RIGHT)) SELLER. YOU MAY, HOWEVER, WAIVE
- 20 THE RIGHT TO RESCIND AT OR PRIOR TO ((ENTERING)) THE TIME YOU ENTER
- 21 INTO A SALE AGREEMENT.
- 22 THE FOLLOWING ARE DISCLOSURES MADE BY ((THE)) SELLER AND ARE NOT THE
- 23 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 24 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 25 ANY WRITTEN AGREEMENT BETWEEN ((THE)) BUYER AND ((THE)) SELLER.
- 26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF ((A
- 28 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
- 29 EXAMPLE)) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
- 30 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 31 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT
- 32 INSPECTORS. THE PROSPECTIVE BUYER AND ((THE OWNER)) SELLER MAY WISH TO
- 33 OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
- 34 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
- 35 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.
- 36 Seller . . . is/ . . . is not occupying the property.

1		I. SELLI	ER'S DISCLOSURE	S:		
2	ATC (/UXZ U			HXZ II.		
3	*If (("Yes" attach a copy or explain)) you answer "Yes" to a question with an asterisk					
4	(*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.					
_	publicity rec	orded. If he	ecessary, use an attach	ed sheet.		
5				1. TITLE		
6	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell		
7				the property? If no, please explain.		
8	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to		
9				any of the following?		
10				(1) First right of refusal		
11				(2) Option		
12				(3) Lease or rental agreement		
13				(4) Life estate?		
14	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,		
15				boundary agreements, or boundary		
16				disputes?		
17	[] Yes	[] No	[] Don't know	*D. Are there any rights of way,		
18				easements, or access limitations that		
19				may affect the (($\overline{\text{owner's}}$)) $\underline{\text{Buyer's}}$ use		
20				of the property?		
21	[] Yes	[] No	[] Don't know	*E. Are there any written agreements		
22				for joint maintenance of an easement or		
23				right of way?		
24	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project,		
25				or notice that would adversely affect the		
26				property?		
27	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing		
28				assessments against the property?		
29	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations,		
30				nonconforming uses, or any unusual		
31				restrictions on the ((subject)) property		
32				that would affect future construction or		
33				remodeling?		
34	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the		
35				property?		
36	[] Yes	[] No	[] Don't know	*J. Are there any covenants,		
37				conditions, or restrictions which affect		
38				the property?		
39				2. WATER		
40				A. Household Water		

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1				(1) The source of ((the)) water <u>for</u>
2				the property is:
3				[] Private or publicly owned water
5				System [1] Private well serving only the
6				[] Private well serving only the
7				subject property*[] Other water system
	C1.V2	£337	618 bl	•
8	[] Yes	[] No	[] Don't know	*If shared, are there any written
9				agreements?
10				(([] Public [] Community
11				[] Private [] Shared
12				(2) Water source information:
13	{ } Yes	[-] No	[] Don't know	*a. Are there any written
14				agreements for shared water
15				source?))
16	[] Yes	[] No	[] Don't know	$((*b_{-}))$ *(2) Is there an
17				easement (recorded or
18				unrecorded) for access to
19				and/or maintenance of the
20				water source?
21	[] Yes	[] No	[] Don't know	((*e.)) *(3) Are there any
22				known problems or repairs
23				needed?
24	[] Yes	[] No	[] Don't know	((*d. Does)) (4) During your
25				ownership, has the source
26				((provide)) provided an
27				adequate year round supply of
28				potable water? If no, please
29				explain.
30	[] Yes	[] No	[] Don't know	((*(3))) *(5) Are there any water
31				treatment systems for the property?
32				If yes, are they []Leased []Owned
33				B. Irrigation
34	[] Yes	[] No	[] Don't know	(1) Are there any water rights for
35				the property, such as a water right,
36				permit, certificate, or claim?
37	[] Yes	[] No	[] Don't know	((*(2) If they exist, to your
38				knowledge;)) *(a) If yes, have the
39				water rights been used during the
40				last ((five-year period)) <u>five years</u> ?
41	[]Yes	[] No	[] Don't know	((*(3))) *(b) If so, is the certificate
42				available?
43				C. Outdoor Sprinkler System
44	[]Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
45	[] 168	[]140	[] Don't know	system for the property?
1.0				system for the property:

1 2 3	[]Yes	[] No	[] Don't know	((*(2))) (2) If yes, are there any defects in the ((outdoor sprinkler)) system?
4 5	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
6				3. SEWER/SEPTIC SYSTEM
7 8 9				A. The property is served by: [] Public sewer main, [] Septic ((tank)) system (including pipes, tanks, drainfields, and
10 11 12				all other component parts) [] Other disposal system (((describe))) Please describe:
13				
14 15 16 17	[]Yes	[] No	[] Don't know	B. If the property is served by a public or community sewer main, is the house connected to the main? If no, please explain.
18				
19 20	[]Yes	[] <u>No</u>	[] Don't know	C. Is the property ((eurrently subject to a sewer capacity charge)) subject to any
21 22 23				additional sewer or septic system fees or charges in addition to those covered in your regularly billed sewer or septic
24				system statement?
25 26				D. If the property is connected to a septic system:
27 28 29 30	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its construction, and was it approved by the city or county following its construction?
31				(2) When was it last pumped:
32				((,19))
33 34	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the operation of the septic system?
35			[] Don't know	(4) When was it last inspected?
36				((, 19))
37				By Whom:
38 39			[] Don't know	(5) <u>For how many bedrooms was</u> the <u>septic</u> system approved ((for))?
40				bedrooms
41	[] Yes	[] No	[] Don't know	((*E. Do)) E. Are all plumbing
42				fixtures, including laundry drain, ((go))
43				connected to the septic/sewer system?
44				If no, <u>please</u> explain:
45	[] Yes	[] No	[] Don't know	*F. ((Are you aware of)) Have there
46 47				<u>been</u> any changes or repairs to the septic system?

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1 2 3 4 5	[]Yes	[] No	[] Don't know	including the di within the boun If no, please ex	((tank)) system, rainfield, located entirely daries of the property?
6	NOTIC	CE: IF THIS RES	SIDENTIAL REAL P	ROPERTY DISC	LOSURE
7	STATE	EMENT IS BEIN	G COMPLETED FO	R NEW CONSTR	UCTION WHICH
8	HAS N	EVER BEEN O	CCUPIED, THE SELI	LER IS NOT REC	OUIRED TO
9			STIONS LISTED IN	ITEM 4. STRUC	CTURAL OR ITEM
10	<u>5. SYS</u>	STEMS AND FIX	<u>KTURES</u>		
11				4. STRUCTU	RAL
12 13	[] Yes	[] No	[] Don't know	*A. <u>During your</u> roof leaked?	ur ownership, has the
14	(([] Y e	es []No	[] Don't know	If yes, has it be	en repaired?))
15	[] Yes	[] No	[] Don't know	*B. <u>During you</u>	ur ownership, has the
16				basement flood	ed or leaked?
17	[] Yes	[] No	[] Don't know	*C. During you	ur ownership, have there
18				been any conve	rsions, additions, or
19				remodeling?	
20	[] Yes	[] No	[] Don't know) If yes, were all
21					ermits obtained?
22	[] Yes	[] No	[] Don't know) If yes, were all final
23				•	s obtained?
24	(([] Yc	es []No	[] Don't know	-	w the age of the house?
25					riginal construction:
26					······································
27	[] Yes	[] No	[] Don't know	-	there have seen and in
28				-	there been any settling, ling of ((either the house
30					res/improvements
31					property? If yes,
32				explain:)) the p	roperty or its
33				improvements?	
34				(())
35	[] Yes	[] No	[] Don't know	*E. ((Do you k	now of)) Are there any
36				defects with the	e following: (If yes,
37				please check ap	plicable items and
38				explain.)	
39		□ Foundations	□ Decks		□ Exterior Walls
40		□ Chimneys	□ Interio	r Walls	□ Fire Alarm
41		□ Doors	□ Windo	ws	□ Patio
42		□ Ceilings	□ Slab Fl	loors	□ Driveways
43		□ Pools	□ Hot Tu	ıb	□ Sauna
44		□ Sidewalks	□ Outbui	ldings	□ Fireplaces
45		□ Garage Floors	□ Walkw	/ays	□ Siding
46		□ Other	□ Wood	Stoves	

1 2 3	[]Yes	[] No	[] Don't know	*F. ((Was a pest or dry rot, structural or "whole house" inspection done? When and by whom was the inspection
4				completed?
5	{ } Yes	[] No	[] Don't know	*G. Since assuming ownership, has
6				your property had a problem with wood
7				destroying organisms and/or have there
8				been any problems with pest control,
9				infestations, or vermin?)) <u>During your</u>
10 11				ownership, has the property had any dry
	£1.87	£137	11D 141	rot or pest infestation?
12	[] Yes	<u>∐ No</u>	[] Don't know	G. Is the attic insulated?
13	[] Yes	<u>∐ No</u>	[] Don't know	H. Is the basement insulated?
14				5. SYSTEMS AND FIXTURES
15				((Hf)) *A. If any of the following
16				systems or fixtures are included with
17				the transfer, ((do they have any existing
18				defects:)) are there any defects? If yes,
19				please explain.
20	[] Yes	[] No	[] Don't know	((*A-)) Electrical system,
21				including wiring, switches, outlets,
22				and service
23 24	[] Yes	[] No	[] Don't know	((*B-)) Plumbing system, including pipes, faucets, fixtures,
25				and toilets
26	[] Yes	[] No	[] Don't know	((*C)) Hot water tank
27	[] Yes	[] No	[] Don't know	((* D.)) Garbage disposal
28	[] Yes	[] No	[] Don't know	((*E.)) Appliances
29	[] Yes	[] No	[] Don't know	((*F.)) Sump pump
30				
31	[] Yes	[] No	[] Don't know	((*G-)) Heating and cooling systems
32	[] Yes	[] No	[] Don't know	((*H.)) Security system
33				[] Owned [] Leased
34				((* L)) Other
35				*B. If any of the following fixtures
36				or property is included with the
37				transfer, are they leased? (If yes,
38				please attach copy of lease.)
39	[] Yes	[] No	[] Don't know	Security system
40	[] Yes	[] <u>No</u>	[] Don't know	Tanks (type):
41	[] Yes	[] No	[] Don't know	Satellite dish
42				Other:
43				6. COMMON INTERESTS
44	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
45				Association? Name of Association
46				

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1	[] Yes	[] No	[] Don't know	B. Are there regular periodic
2				assessments:
3				\$ per [] Month [] Year
4				[] Other
5 6	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?
7	[]Yes	[] No	[] Don't know	*D. Are there any shared "common
8	[]103	[]110	[] Bon t know	areas" or any joint maintenance
9				agreements (facilities such as walls,
10				fences, landscaping, pools, tennis
11				courts, walkways, or other areas co-
12				owned in undivided interest with
13				others)?
14				7. GENERAL
15	[]Yes	[] No	[] Don't know	*A. ((Is there any settling, soil,
16				standing water, or)) During your
17				ownership, have there been any
18				drainage problems on the property?
19	[]Yes	[] No	[] Don't know	*B. Does the property contain fill
20				material?
21	[]Yes	[] No	[] Don't know	*C. Is there any material damage to the
22	[] 100	[]1.0	[] Don't Mion	property ((or any of the structure)) from
23				fire, wind, floods, beach movements,
24				earthquake, expansive soils, or
25				landslides?
26	[]Yes	[] No	[] Don't know	D. Is the property in a designated flood
27				plain?
28	[] Yes	[] No	[] Don't know	*E. Are there any substances,
29				materials, or products on the property
30				that may be ((an)) environmental
31				((hazard such as, but not limited to,))
32				limitations, such as asbestos,
33				formaldehyde, radon gas, lead-based
34				paint, fuel or chemical storage tanks,
35				((and)) or contaminated soil or water
36				((on the subject property))?
37	[] Yes	[] No	[] Don't know	*F. Are there any tanks or underground
38				storage tanks (e.g., chemical, fuel, etc.)
39				on the property?
40	[] Yes	[] No	[] Don't know	*G. Has the property ever been used as
41				an illegal drug manufacturing site?
42				8. MANUFACTURED AND
43				MOBILE HOMES
44				If the property includes a manufactured
45				or mobile home,

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? If yes, please
6			describe the alterations:
7	[] Yes [] No	Don't know	*C. If alterations were made, were
8			permits or variances for these
9			alterations obtained?
10			((&)) 9. FULL DISCLOSURE BY
11			SELLERS
12			A. Other conditions or defects:
13		[] Don't know	*Are there any other existing material
14			defects affecting ((this)) the property
15			((or its value that a prospective buyer
16 17			should know about)) that are not apparent or readily ascertainable to
18			Buyer?
			B. Verification:
19			
20			The foregoing answers and attached
21			explanations (if any) are complete and
22			correct to the best of my/our knowledge
23 24			and I/we have received a copy hereof. I/we authorize all of my/our real estate
25			licensees, if any, to deliver a copy of
26			this disclosure statement to other real
27			estate licensees and all prospective
28			buyers of the property.
29			
	DATE	SELLER	SELLER
30	II. BUYER	'S ACKNOWLEDG	MENT
31	A.	((As buyer(s), I/we ac	knowledge the)) Buyer hereby
32	:	acknowledges that: B	Suyer has a duty to pay diligent attention
33	1	to any material defect	s ((which)) that are known to ((me/us))
34		Buyer or can be know	n to ((me/us)) <u>Buyer</u> by utilizing diligent
35		attention and observat	tion.
36	В.	((Each buyer acknow	ledges and understands that)) The
37		disclosures set forth in	n this statement and in any amendments
38	1	to this statement are n	nade only by the Seller and not by any
39	!	real estate licensee or	other party.
40	C.	Buyer acknowledges	that, pursuant to RCW 64.06.050(2), real
41		estate licensees are no	at liable for inaccurate information
42	!	provided by Seller, ex	cept to the extent that real estate
43		licensees know of suc	h inaccurate information.
44	<u>D.</u>	This information is fo	r disclosure only and is not intended to
45	1	be a part of the writte	n agreement between the Buyer and
46	:	Seller.	

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1 Buyer (which term includes all persons signing the "Buyer's 2 acceptance" portion of this disclosure statement below) 3 ((hereby acknowledges receipt of)) has received a copy of this Disclosure Statement (including attachments, if any) bearing 4 Seller's signature. 5 6 DISCLOSURES CONTAINED IN THIS ((FORM)) DISCLOSURE STATEMENT ARE 7 PROVIDED BY ((THE)) SELLER BASED ON ((THE BASIS OF)) SELLER'S ACTUAL 8 KNOWLEDGE OF THE PROPERTY AT THE TIME ((OF DISCLOSURE. YOU, THE BUYER,)) SELLER COMPLETES THIS DISCLOSURE STATEMENT, UNLESS BUYER AND 9 10 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS 11 SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 12 DISCLOSURE STATEMENT TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING 13 14 ((YOUR SEPARATE SIGNED)) A SEPARATELY SIGNED WRITTEN STATEMENT 15 RESCISSION TO ((THE)) SELLER ((UNLESS YOU WAIVE THIS RIGHT OF

- 16 RESCISSION)). BUYER MAY, HOWEVER, WAIVE THE RIGHT TO RESCIND AT OR
- 17 PRIOR TO THE TIME BUYER ENTERS INTO A PURCHASE AND SALE AGREEMENT.
- 18 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ((REAL PROPERTY
- 19 TRANSFER)) DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
- 20 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
- 21 LICENSEE OR OTHER PARTY.

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- 23 (2) If the disclosure statement is being completed for new
 24 construction which has never been occupied, the disclosure statement is
 25 not required to contain and the seller is not required to complete the
 26 questions listed in item 4. Structural or item 5. Systems and
 27 Fixtures.
 - (3) The ((real property transfer)) 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 ((real)) property. The ((real property transfer)) 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 ---