

---

SENATE BILL 5951

---

State of Washington                      58th Legislature                      2003 Regular Session

By Senators Prentice, Kastama, Franklin and Rasmussen

Read first time 02/24/2003.      Referred to Committee on Financial Services, Insurance & Housing.

1            AN ACT Relating to the duty of a residential real property buyer to  
2 check for public information regarding known criminals or criminal  
3 activity; and amending RCW 64.06.020.

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

5            **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read  
6 as follows:

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

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If  
15 the question clearly does not apply to the property write "NA". If the  
16 answer is "yes" to any \* items, please explain on attached sheets.  
17 Please refer to the line number(s) of the question(s) when you provide  
18 your explanation(s). For your protection you must date and sign each

1 page of this disclosure statement and each attachment. Delivery of the  
2 disclosure statement must occur not later than five business days,  
3 unless otherwise agreed, after mutual acceptance of a written contract  
4 to purchase between a buyer and a seller.

5 NOTICE TO THE BUYER

6 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE  
7 CONDITION OF THE PROPERTY LOCATED AT . . . . .  
8 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

9 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
10 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS  
11 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS  
12 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS  
13 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING  
14 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,  
15 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE  
16 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE  
17 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
18 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A  
19 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

20 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
21 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A  
22 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR  
23 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,  
24 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE  
25 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
26 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE  
27 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,  
28 INSPECTION, DEFECTS OR WARRANTIES.

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

30 I. SELLER'S DISCLOSURES:

31 \*If "Yes" attach a copy or explain. If necessary use an attached sheet.

32 1. TITLE

33  Yes  No  Don't know A. Do you have legal authority to  
34 sell the property?

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. Are there any rights of way, easements, or access limitations that may affect the owner's use of the property?

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

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

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

Yes     No     Don't know    \*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the subject property that would affect future construction or remodeling?

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

Yes     No     Don't know    \*J. Are there any covenants, conditions, or restrictions which affect the property?

**2. WATER**  
A. Household Water  
(1) The source of the water is  
 Public     Community  
 Private     Shared  
(2) Water source information:  
 Yes     No     Don't know    \*a. Are there any written agreements for shared water source?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

Yes  No  Don't know

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

Yes  No  Don't know

\*c. Are any known problems or repairs needed?

Yes  No  Don't know

\*d. Does the source provide an adequate year round supply of potable water?

Yes  No  Don't know

\*(3) Are there any water treatment systems for the property?  Leased  Owned

**B. Irrigation**

Yes  No  Don't know

(1) Are there any water rights for the property?

Yes  No  Don't know

\*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?

Yes  No  Don't know

\*(3) If so, is the certificate available?

**C. Outdoor Sprinkler System**

Yes  No  Don't know

(1) Is there an outdoor sprinkler system for the property?

Yes  No  Don't know

\*(2) Are there any defects in the outdoor sprinkler system?

**3. SEWER/SEPTIC SYSTEM**

A. The property is served by:  Public sewer main,  Septic tank system  Other disposal system (describe)

.....

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?

C. Is the property currently subject to a sewer capacity charge?

D. If the property is connected to a septic system:

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) Was a permit issued for its
2				construction, and was it
3				approved by the city or county
4				following its construction?
5				(2) When was it last pumped:
6				....., 19....
7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	* (3) Are there any defects in
8				the operation of the septic
9				system?
10			<input type="checkbox"/>	(4) When was it last
11				inspected?
12				....., 19....
13				By Whom: .....
14			<input type="checkbox"/>	(5) How many bedrooms was
15				the system approved for?
16				..... bedrooms
17	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*E. Do all plumbing fixtures,
18				including laundry drain, go to the
19				septic/sewer system? If no,
20				explain: .....
21	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*F. Are you aware of any changes
22				or repairs to the septic system?
23	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	G. Is the septic tank system,
24				including the drainfield, located
25				entirely within the boundaries of
26				the property?
27				<b>4. STRUCTURAL</b>
28	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*A. Has the roof leaked?
29	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If yes, has it been repaired?
30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*B. Have there been any
31				conversions, additions, or
32				remodeling?
33	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*1. If yes, were all building
34				permits obtained?
35	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*2. If yes, were all final
36				inspections obtained?
37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C. Do you know the age of the
38				house? If yes, year of original
39				construction:
40				.....





1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

Yes     No     Don't know    \*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

Yes     No     Don't know    \*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

Yes     No     Don't know    \*G. Has the property ever been used as an illegal drug manufacturing site?

**8. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes     No     Don't know    \*Are there any other material defects affecting this property or its value 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 .....

**II. BUYER'S ACKNOWLEDGMENT**

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation. This may include checking with local law enforcement for any public information regarding known criminals or criminal activity.



- 1 B. Each buyer acknowledges and understands that the
- 2 disclosures set forth in this statement and in any
- 3 amendments to this statement are made only by the
- 4 seller.
- 5 C. Buyer (which term includes all persons signing the
- 6 "buyer's acceptance" portion of this disclosure
- 7 statement below) hereby acknowledges receipt of a
- 8 copy of this disclosure statement (including
- 9 attachments, if any) bearing seller's signature.

10 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
11 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF  
12 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE  
13 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE  
14 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED  
15 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS  
16 RIGHT OF RESCISSION.

17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY  
18 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES  
19 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE  
20 LICENSEE OR OTHER PARTY.

21 DATE . . . . . BUYER . . . . . BUYER . . . . .

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

--- END ---