
ENGROSSED SUBSTITUTE SENATE BILL 6153

State of Washington 58th Legislature 2004 Regular Session

By Senate Committee on Financial Services, Insurance & Housing (originally sponsored by Senators Prentice, Eide, Haugen, Winsley, Kohl-Welles and Kline)

READ FIRST TIME 01/22/04.

- 1 AN ACT Relating to notifying home buyers of where information
- 2 regarding registered sex offenders may be obtained; amending RCW
- 3 64.06.020; adding a new section to chapter 64.06 RCW; creating a new
- 4 section; and providing an effective date.
- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 6 **Sec. 1.** RCW 64.06.020 and 2003 c 200 s 1 are each amended to read 7 as follows:
- 8 (1) In a transaction for the sale of residential property, the
- 9 seller shall, unless the buyer has expressly waived the right to
- 10 receive the disclosure statement, or unless the transfer is exempt
- 11 under RCW 64.06.010, deliver to the buyer a completed seller disclosure
- 12 statement in the following format and that contains, at a minimum, the
- 13 following information:
- 14 INSTRUCTIONS TO THE SELLER
- 15 Please complete the following form. Do not leave any spaces blank. If
- 16 the question clearly does not apply to the property write "NA". If the
- 17 answer is "yes" to any * items, please explain on attached sheets.
- 18 Please refer to the line number(s) of the question(s) when you provide

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- 1 your explanation(s). For your protection you must date and sign each
- 2 page of this disclosure statement and each attachment. Delivery of the
- 3 disclosure statement must occur not later than five business days,
- 4 unless otherwise agreed, after mutual acceptance of a written contract
- 5 to purchase between a buyer and a seller.
- 6 NOTICE TO THE BUYER
- 7 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 9 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 10 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 11 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 12 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 13 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 14 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 15 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 16 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER'S
- 17 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 18 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 19 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 20 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 21 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 22 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 23 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 24 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 25 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 26 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 27 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 28 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 29 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 30 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 31 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 32 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 33 WARRANTIES.
- 34 Seller . . . is/ . . . is not occupying the property.

1		I. SELLE	R'S DISCLOSURES	S:		
2 3 4	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.					
5				1. TITLE		
6 7	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property? If no, please explain.		
9	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following? (1) First right of refusal		
10						
11				(2) Option		
12				(3) Lease or rental agreement		
13				(4) Life estate?		
14 15 16	[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?		
17	[] Yes	[] No	[] Don't know	*D. Are there any rights of way,		
18				easements, or access limitations that may		
19				affect the Buyer's use of the property?		
20	[] Yes	[] No	[] Don't know	*E. Are there any written agreements for		
21				joint maintenance of an easement or right		
22				of way?		
23	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project, or		
24				notice that would adversely affect the		
25				property?		
26	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing		
27				assessments against the property?		
28	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations,		
29				nonconforming uses, or any unusual		
30				restrictions on the property that would affect future construction or remodeling?		
32	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the		
33	[] I Cs	[]110	[] Don't know	property?		
34	[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions,		
35	[] 100	[]1.0	[] 2011 (1110 11	or restrictions which affect the property?		
36				2. WATER		
37				A. Household Water		
38				(1) The source of water for the		
39				property is:		
40				[] Private or publicly owned water		
41				system		
42				[] Private well serving only the		
43				subject property		
44				*[] Other water system		

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1	[] Yes	[] No	[] Don't know	*If shared, are there any written agreements?
3 4 5	[]Yes	[] No	[] Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
6 7	[] Yes	[] No	[] Don't know	*(3) Are there any known problems or repairs needed?
8 9 10 11	[] Yes	[] No	[] Don't know	(4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain.
12 13 14	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment systems for the property? If yes, are they []Leased []Owned
15				B. Irrigation
16 17 18	[] Yes	[] No	[] Don't know	(1) Are there any water rights for the property, such as a water right, permit, certificate, or claim?
19 20	[] Yes	[] No	[] Don't know	*(a) If yes, have the water rights been used during the last five years?
21 22	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate available?
23				C. Outdoor Sprinkler System
24 25	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
26 27	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
28 29	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
30 31				3. SEWER/ON-SITE SEWAGE SYSTEM
32				A. The property is served by: [] Public
33 34				sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and
35				all other component parts) [] Other
36				disposal system, please describe:
37				
38	[] Yes	[] No	[] Don't know	B. If public sewer system service is
39				available to the property, is the house
40				connected to the sewer main? If no,
41				please explain.
42	[] V	[1N-	[] Don't b	C. Is the property subject to any savege
43 44	[] Yes	[] No	[] Don't know	C. Is the property subject to any sewage system fees or charges in addition to
45				those covered in your regularly billed
46				sewer or on-site sewage system
47				maintenance service?

1				D. If the property is connected to an on-
2	f 3 3 7	CLAY	[1]D	site sewage system:
3 4	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its construction, and was it approved by
5				the local health department or
6				district following its construction?
7				(2) When was it last pumped:
8				
9	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
10				operation of the on-site sewage
11				system?
12			[] Don't know	(4) When was it last inspected?
13				
14				By Whom:
15			[] Don't know	(5) For how many bedrooms was the
16				on-site sewage system approved ?
17				bedrooms
18	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
19				laundry drain, connected to the sewer/on-
20				site sewage system? If no, please
21				explain:
22	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
23				repairs to the on-site sewage system?
24	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
25 26				including the drainfield, located entirely within the boundaries of the property? If
27				no, please explain.
28				, r
29	[] Yes	[] No	[] Don't know	H. Does the on-site sewage system
30				require monitoring and maintenance
31				services more frequently than once a
32				year? If yes, please explain.
33				
34	NOTICE: I	F THIS RE	SIDENTIAL REAL I	PROPERTY DISCLOSURE
35				OR NEW CONSTRUCTION WHICH
36				LLER IS NOT REQUIRED TO NITEM 4. STRUCTURAL OR ITEM
37 38	5. SYSTEM	_		NIIEM 4. STRUCTURAL OR ITEM
39	J. SISILIV	IS AND II	ATOKLS	
37				4. STRUCTURAL
40	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
41	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
42				leaked?
43	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
44				additions, or remodeling?
45	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
46				permits obtained?

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1 2	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections obtained?
3 4	[] Yes	[] No	[] Don't know	D. Do you know the age of the house? If yes, year of original construction:
5 6 7 8	[] Yes	[] No	[] Don't know	*E. Has there been any settling, slippage, or sliding of the property or its improvements?
9 10 11	[] Yes	[] No	[] Don't know	*F. Are there any defects with the following: (If yes, please check applicable items and explain.)
12		Foundations	□ Decks	□ Exterior Walls
13		Chimneys	□ Interior	Walls □ Fire Alarm
14		Doors	□ Windov	ws □ Patio
15		Ceilings	□ Slab Flo	oors □ Driveways
16		Pools	□ Hot Tul	b □ Sauna
17		Sidewalks	□ Outbuil	dings □ Fireplaces
18		Garage Floors	□ Walkwa	ays □ Siding
19		Other	□ Wood S	Stoves
20	[] Yes	[] No	[] Don't know	*G. Was a structural pest or "whole
21	[]	[]	[]=========	house" inspection done? If yes, when
22				and by whom was the inspection
23				completed?
24	[] Yes	[] No	[] Don't know	H. During your ownership, has the
25				property had any wood destroying
26				organism or pest infestation?
27	[] Yes	[] No	[] Don't know	I. Is the attic insulated?
28	[] Yes	[] No	[] Don't know	J. Is the basement insulated?
29				5. SYSTEMS AND FIXTURES
30				*A. If any of the following systems or
31				fixtures are included with the transfer,
32				are there any defects? If yes, please
33	£3.87	£2337	OB H	explain.
34 35	[] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and service
36	[] Yes	[] No	[] Don't know	Plumbing system, including pipes,
37	[] 103	[]110	[] Don't know	faucets, fixtures, and toilets
38	[] Yes	[] No	[] Don't know	Hot water tank
39	[] Yes	[] No	Don't know	Garbage disposal
40	[] Yes	[] No	[] Don't know	Appliances
41	[] Yes	[] No	[] Don't know	Sump pump
42	[] Yes	[] No	[] Don't know	Heating and cooling systems
43	[] Yes	[] No	[] Don't know	Security system
44				[] Owned [] Leased
45				Other

1				
				*B. If any of the following fixtures
2				or property is included with the
3				transfer, are they leased? (If yes,
4				please attach copy of lease.)
5	[] Yes	[] No	[] Don't know	Security system
6	[] Yes	[] No	[] Don't know	Tanks (type):
7	[] Yes	[] No	[] Don't know	Satellite dish
8				Other:
9				6. COMMON INTERESTS
10	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
11				Association? Name of Association
12				
13	[]Yes	[] No	[] Don't know	B. Are there regular periodic
14				assessments:
15				\$ per [] Month [] Year
16				[] Other
17	[] Yes	[] No	[] Don't know	*C. Are there any pending special
18				assessments?
19	[]Yes	[] No	[] Don't know	*D. Are there any shared "common
20				areas" or any joint maintenance
21				agreements (facilities such as walls,
22				fences, landscaping, pools, tennis courts,
23				walkways, or other areas co-owned in
24				undivided interest with others)?
25				7. GENERAL
26	[] Yes	[] No	[] Don't know	*A. Have there been any drainage
27				problems on the property?
28	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
29				material?
30	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
31				property from fire, wind, floods, beach
31				4 4 1 1 1 1
32				movements, earthquake, expansive soils,
				or landslides?
32	[] Yes	[] No	[] Don't know	
32 33	[] Yes	[] No	[] Don't know	or landslides?
32 33 34	[] Yes	[] No	[] Don't know	or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials,
32 33 34 35 36 37				or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be
32 33 34 35 36 37 38				or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as
32 33 34 35 36 37 38 39				or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-
32 33 34 35 36 37 38 39 40				or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage
32 33 34 35 36 37 38 39 40 41	[]Yes	[] No	[] Don't know	or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, leadbased paint, fuel or chemical storage tanks, or contaminated soil or water?
32 33 34 35 36 37 38 39 40				or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, leadbased paint, fuel or chemical storage tanks, or contaminated soil or water? *G. Has the property ever been used as
32 33 34 35 36 37 38 39 40 41 42 43	[] Yes	[] No	[] Don't know	or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, leadbased paint, fuel or chemical storage tanks, or contaminated soil or water? *G. Has the property ever been used as an illegal drug manufacturing site?
32 33 34 35 36 37 38 39 40 41	[]Yes	[] No	[] Don't know	or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, leadbased paint, fuel or chemical storage tanks, or contaminated soil or water? *G. Has the property ever been used as an illegal drug manufacturing site? *H. Are there any radio towers in the
32 33 34 35 36 37 38 39 40 41 42 43	[] Yes	[] No	[] Don't know	or landslides? D. Is the property in a designated flood plain? *E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, leadbased paint, fuel or chemical storage tanks, or contaminated soil or water? *G. Has the property ever been used as an illegal drug manufacturing site?

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1				8. MANUFACTURED AND
2				MOBILE HOMES
3 4				If the property includes a manufactured or mobile home,
5	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the
7				alterations:
9	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any alterations to the home? If yes, please
10				describe the alterations:
11	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
12				permits or variances for these alterations
13				obtained?
14 15				9. FULL DISCLOSURE BY 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 this
27				disclosure statement to other real estate
28 29				licensees and all prospective buyers of the property.
				the property.
30	DATE		SELLER	SELLER
31			NOTICE TO T	HE BUYER
32	INFORMAT	TION REGA	ARDING REGISTER	ED SEX OFFENDERS MAY
33	BE OBTAIN	NED FROM	I LOCAL LAW ENFO	ORCEMENT AGENCIES. THIS
34				M YOU OF WHERE TO OBTAIN THIS
35				TION OF THE PRESENCE OF
36	REGISTERI	ED SEX OF	FFENDERS.	
37		II. BUYI	ER'S ACKNOWLED	GMENT
38		A.	Buyer hereby acknowledge	owledges that: Buyer has a duty to pay
39			diligent attention to	any material defects that are known to
40			Buyer or can be kno	wn to Buyer by utilizing diligent attention
41			and observation.	
42		B.	The disclosures set	forth in this statement and in any
43			amendments to this	statement are made only by the Seller and
44			not by any real estat	e licensee or other party.

Τ	C. Buyer acknowledges that, pursuant to RCw 64.06.050(2), real
2	estate licensees are not liable for inaccurate information
3 4	provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
5	D. This information is for disclosure only and is not intended to
6	be a part of the written agreement between the Buyer and
7	Seller.
8 9	E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has
10	received a copy of this Disclosure Statement (including
11	attachments, if any) bearing Seller's signature.
12	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
13	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
14	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
15	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
16	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
17	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER
19	DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE
20	THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
21	AGREEMENT.
22	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
23	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
24	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
25	DATE BUYER BUYER
26	(2) If the disclosure statement is being completed for new
27	construction which has never been occupied, the disclosure statement is
28	not required to contain and the seller is not required to complete the
29	questions listed in item 4. Structural or item 5. Systems and
30	Fixtures.
31	(3) The seller disclosure statement shall be for disclosure only,
32	and shall not be considered part of any written agreement between the
33	buyer and seller of residential property. The seller disclosure
34	statement shall be only a disclosure made by the seller, and not any
35	real estate licensee involved in the transaction, and shall not be
36	
	construed as a warranty of any kind by the seller or any real estate
37	licensee involved in the transaction.
2.0	NEW CECTON CO. D.

NEW SECTION. Sec. 2. A new section is added to chapter 64.06 RCW

38

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to read as follows:

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real

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The notice regarding sex offenders under RCW 64.06.020 does not create any legal duty on the part of the seller, or on the part of any real estate licensee, to investigate or to provide the buyer with information regarding the actual presence, or lack thereof, of registered sex offenders in the area of any property, including but not limited to any property that is the subject of a disclosure or waiver of disclosure under this chapter, or that is exempt from disclosure under RCW 64.06.010.

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- 9 <u>NEW SECTION.</u> **Sec. 3.** This act applies prospectively only and not 10 retroactively. It applies only to residential real property purchase 11 and sale agreements entered into on or after the effective date of this 12 act, without regard to when the agreements are closed or finalized.
- 13 <u>NEW SECTION.</u> **Sec. 4.** This act takes effect January 1, 2005.

--- END ---

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