S-0750.4			

SENATE BILL 5895

State of Washington 60th Legislature 2007 Regular Session

By Senators Fraser, Swecker, Tom, Shin, Kline, McCaslin, Kilmer, Jacobsen, Delvin and Honeyford

Read first time 02/06/2007. Referred to Committee on Consumer Protection & Housing.

AN ACT Relating to seller disclosure of information concerning residential real property; amending RCW 64.06.005, 64.06.010, and 64.06.020; adding a new section to chapter 64.06 RCW; and creating a new section.

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

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

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- (a) Some purchasers of residential property have been financially ruined, and their health threatened, by the discovery of toxic materials buried or otherwise hidden on the property, that was not disclosed by the seller who had actual knowledge of the presence of such materials before the sale;
 - (b) Current law exempts some sellers from legal responsibility to disclose what they know about the presence of toxic materials on unimproved property they are selling for residential purposes; and
 - (c) Seller disclosure statements provide information of fundamental importance to a buyer to help the buyer determine whether the property has health and safety characteristics suitable for residential use and whether the buyer can financially afford the cleanup costs and related legal costs.

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1 (2) The legislature intends that:

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- (a) Purchasers of unimproved property intended to be used for residential purposes be entitled to receive from the seller information known by the seller about toxic materials on or buried in the property;
- 5 (b) There be no legal exemptions from such disclosure in the 6 interests of fairness and transparency in residential property sales 7 transactions; and
- 8 (c) Separate residential property sales disclosure forms be used 9 for improved and unimproved property, to assist with transparency in 10 property transactions.
- 11 **Sec. 2.** RCW 64.06.005 and 2002 c 268 s 8 are each amended to read 12 as follows:
- ((This chapter applies only to residential real property. For purposes of this chapter,)) The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.
- 16 <u>(1) "Improved</u> residential real property<u>"</u> means:
- 17 $((\frac{1}{1}))$ (a) Real property consisting of, or improved by, one to four dwelling units;
- 19 $((\frac{(2)}{2}))$ (b) A residential condominium as defined in RCW 20 64.34.020(9), unless the sale is subject to the public offering 21 statement requirement in the Washington condominium act, chapter 64.34 22 RCW;
- $((\frac{3}{3}))$ (c) A residential timeshare, as defined in RCW 64.36.010(11), unless subject to written disclosure under the Washington timeshare act, chapter 64.36 RCW; or
- 26 $((\frac{4}{1}))$ <u>(d)</u> A mobile or manufactured home, as defined in RCW 43.22.335 or 46.04.302, that is personal property.
- (2) "Real property transfer disclosure statement" and "seller disclosure statement" mean the form to be completed by the seller of improved or unimproved residential real property as prescribed by this chapter.
- 32 <u>(3) "Residential real property" means both improved and unimproved</u> 33 residential real property.
- 34 (4) "Unimproved residential real property" means a vacant lot,
 35 including those in a plat or subdivision, zoned for single-family
 36 residential dwelling units, except for real property classified as farm

- 1 and agricultural land or timber land for assessment purposes under
- 2 chapter 84.34 RCW.

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- 3 **Sec. 3.** RCW 64.06.010 and 1994 c 200 s 2 are each amended to read 4 as follows:
- 5 This chapter does not apply to the following transfers of 6 residential real property:
- 7 (1) A foreclosure((¬)) or deed-in-lieu of foreclosure((¬ or a sale 8 by a lienholder who acquired the residential real property through 9 foreclosure or deed-in-lieu of foreclosure));
- 10 (2) A gift or other transfer to a parent, spouse, or child of a 11 transferor or child of any parent or spouse of a transferor;
- 12 (3) A transfer between spouses in connection with a marital dissolution;
 - (4) A transfer where a buyer had an ownership interest in the property within two years of the date of the transfer including, but not limited to, an ownership interest as a partner in a partnership, a limited partner in a limited partnership, a shareholder in a corporation, a leasehold interest, or transfers to and from a facilitator pursuant to a tax deferred exchange;
- 20 (5) A transfer of an interest that is less than fee simple, except 21 that the transfer of a vendee's interest under a real estate contract 22 is subject to the requirements of this chapter; ((and))
- 23 (6) A transfer made by the personal representative of the estate of 24 the decedent or by a trustee in bankruptcy; and
- 25 (7) A transfer in which the buyer has expressly waived the receipt
 26 of the seller disclosure statement. However, if the answer to any of
 27 the questions in the section entitled "Environmental" is "yes," the
 28 buyer may not waive the receipt of the "Environmental" section of the
 29 seller disclosure statement.
- 30 **Sec. 4.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read 31 as follows:
- 32 (1) In a transaction for the sale of <u>improved</u> residential <u>real</u> 33 property, the seller shall, unless the buyer has expressly waived the 34 right to receive the disclosure statement <u>under RCW 64.06.010</u>, or 35 unless the transfer is <u>otherwise</u> exempt under RCW 64.06.010, deliver to

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- 1 the buyer a completed seller disclosure statement in the following
- 2 format and that contains, at a minimum, the following information:
- 3 INSTRUCTIONS TO THE SELLER
- 4 Please complete the following form. Do not leave any spaces blank. If
- 5 the question clearly does not apply to the property write "NA(($\frac{1}{2}$)). $\frac{1}{2}$
- 6 If the answer is "yes" to any * items, please explain on attached
- 7 sheets. Please refer to the line number(s) of the question(s) when you
- 8 provide your explanation(s). For your protection you must date and
- 9 sign each page of this disclosure statement and each attachment.
- 10 Delivery of the disclosure statement must occur not later than five
- 11 business days, unless otherwise agreed, after mutual acceptance of a
- 12 written contract to purchase between a buyer and a seller.
- 13 NOTICE TO THE BUYER
- 14 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 16 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 17 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL 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 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 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'S
- 24 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 25 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 26 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 27 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 28 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 29 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 30 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 31 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 32 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 35 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS

- OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 2 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 3 WARRANTIES.
- 4 Seller . . . is/ . . . is not occupying the property.

5	I. SELLER'S DISCLOSURES:							
6	*If you answer "Yes" to a question with an asterisk (*), please explain your answer							
7	and attach documents, if available and not otherwise publicly recorded. If necessary,							
8	use an attached sheet.							
9	1. TITLE							
10 11	[] Yes [] No [] Don't know A. Do you have legal authority to sell the property? If no, please explain.							
12 13	[] Yes [] No [] Don't know *B. Is title to the property subject to any of the following?							
14	(1) First right of refusal							
15	(2) Option							
16	(3) Lease or rental agreement							
17	(4) Life estate?							
18	[] Yes [] No [] Don't know *C. Are there any encroachments,							
19	boundary agreements, or boundary							
20	disputes?							
21	[] Yes [] No [] Don't know *D. Is there a private road or easement	<u>t</u>						
22	agreement for access to the property?							
23	[] Yes [] No [] Don't know ((*D-)) *E. Are there any rights_of_							
24	way, easements, or access limitations							
25	that may affect the Buyer's use of the							
26	property?							
27	[] Yes [] No [] Don't know $((*E_{-})) *F_{-}$ Are there any written							
28	agreements for joint maintenance of an	l						
29	easement or right_of_way?							
30	[] Yes [] No [] Don't know $((*E_{-}))*G_{-}$. Is there any study, survey							
31 32	project, or notice that would adversely							
	affect the property?							
33 34	[] Yes [] No [] Don't know ((* C.)) <u>*H.</u> Are there any pending or existing assessments against the							
35	property?							
36	[] Yes [] No [] Don't know ((*H-)) *I. Are there any zoning							
37	violations, nonconforming uses, or any	,						
38	unusual restrictions on the property that							
39	would affect future construction or							
40	remodeling?							
41	[] Yes [] No [] Don't know ((*\frac{1}{2})) *\frac{1}{2}. Is there a boundary survey							
42	for the property?							

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1 2 3	[] Yes	[] No	[] Don't know	$((*{}^{\underline{*}}\underline{J}.)) *\underline{K}. \ \text{Are there any covenants,}$ conditions, or restrictions which affect the property?}
4				2. WATER
5				A. Household Water
6				(1) The source of water for the
7				property is:
9				[] Private or publicly owned water system
10				[] Private well serving only the
11				subject property
12				*[] Other water system
13	[] Yes	[] No	[] Don't know	*If shared, are there any written
14				agreements?
15	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
16				or unrecorded) for access to and/or
17				maintenance of the water source?
18	[] Yes	[] No	[] Don't know	*(3) Are there any known problems
19	£3.87	53.Nr	(15 h)	or repairs needed?
20 21	[] Yes	[] No	[] Don't know	(4) During your ownership, has the source provided an adequate
22				year_round supply of potable
23				water? If no, please explain.
24	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
25				systems for the property? If yes,
26				are they []Leased []Owned
27	[] Yes	<u> [] No</u>	Don't know	*(6) Are there any water rights for
28				the property associated with its
29				domestic water supply, such as a
30 31				water right permit, certificate, or claim?
32	[] Yes	[] No	Don't know	(a) If yes, has the water right
33	<u> 1 es</u>	1110	Don't know	permit, certificate, or claim been
34				assigned, transferred, or changed?
35				(b) If so, explain:
36				
37				B. Irrigation Water
38	[] Yes	[] No	[] Don't know	(1) Are there any <u>irrigation</u> water
39			.,	rights for the property, such as a
40				water right((;)) permit, certificate,
41				or claim?
42	[] Yes	[] No	[] Don't know	*(a) If yes, have the water rights
43				been used during the last five
44				years?
45	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
46				available? (If yes, please attach a
47				copy.)

1 2 3 4	1] Yes	[] <u>No</u>	[] Don't know	(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? If so, explain:
5 6 7 8 9 10	L] Yes	[] <u>No</u>	[] Don't know	(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
12					
13					C. Outdoor Sprinkler System
14 15	1] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
16 17	J] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
18 19]] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
20					3. SEWER/ON-SITE SEWAGE
21					SYSTEM
22					A. The property is served by:
23					[] Public sewer system,
24					[] On-site sewage system (including
25					pipes, tanks, drainfields, and all other
26					component parts)
27					[] Other disposal system, please describe:
28					
29	_				
30 31	l] Yes	[] No	[] Don't know	B. If public sewer system service is available to the property, is the house
32					connected to the sewer main? If no,
33					please explain.
34					
35	Г] Yes	[] No	[] Don't know	C. Is the property subject to any
36	ı	1 100	[]1.0	[] Don't know	sewage system fees or charges in
37					addition to those covered in your
38					regularly billed sewer or on-site sewage
39					system maintenance service?
40 41					D. If the property is connected to an on-site sewage system:
42]] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
43					construction, and was it approved
44					by the local health department or
45					district following its construction?
46					(2) When was it last pumped:
47					

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1 2	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the operation of the on-site sewage
3			[] Don't know	system? (4) When was it last inspected?
5				
6				By <u>w</u> hom:
			DB H	•
7			[] Don't know	(5) For how many bedrooms was
8 9				the on-site sewage system approved?
10				bedrooms
11	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
12				laundry drain, connected to the
13				sewer/on-site sewage system? If no,
14				please explain:
15 16	[] Yes	[] No	[] Don't know	*F. Have there been any changes or repairs to the on-site sewage system?
17	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
18				including the drainfield, located entirely
19				within the boundaries of the property?
20				If no, please explain.
21				
22	[] Yes	[] No	[] Don't know	H. Does the on-site sewage system
23				require monitoring and maintenance
24				services more frequently than once a
25				year? If yes, please explain.
20				year: If yes, please explain.
26				year: If yes, please explain.
	NOTICE:	IF THIS RI	ESIDENTIAL REAL	
26				
26 27	STATEM	ENT IS BEI	NG COMPLETED F	PROPERTY DISCLOSURE
26 27 28	STATEM! HAS NEV	ENT IS BEI ER BEEN (NG COMPLETED FOR COMPLETED FOR SE	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH
26 27 28 29	STATEM HAS NEV COMPLE	ENT IS BEI ER BEEN (ING COMPLETED F OCCUPIED, THE SE JESTIONS LISTED	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO
26 27 28 29 30	STATEM HAS NEV COMPLE	ENT IS BEI ER BEEN (TE THE QU	ING COMPLETED F OCCUPIED, THE SE JESTIONS LISTED	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO
26 27 28 29 30 31	STATEM HAS NEV COMPLE	ENT IS BEI ER BEEN (TE THE QU	ING COMPLETED F OCCUPIED, THE SE JESTIONS LISTED	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM
26 27 28 29 30 31 32	STATEM: HAS NEV COMPLE 5. SYSTE	ENT IS BEI TER BEEN (TE THE QU EMS AND F	NG COMPLETED F OCCUPIED, THE SE JESTIONS LISTED FIXTURES	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL
26 27 28 29 30 31 32	HAS NEV COMPLE 5. SYSTE	ENT IS BEI FER BEEN (TE THE QU EMS AND F	ING COMPLETED FOCCUPIED, THE SE JESTIONS LISTED STATURES [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked?
26 27 28 29 30 31 32 33 34	HAS NEV COMPLE 5. SYSTE	ENT IS BEI FER BEEN (TE THE QU EMS AND F [] No [] No	ING COMPLETED FOCCUPIED, THE SE DESTIONS LISTED STATURES [] Don't know [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked?
26 27 28 29 30 31 32 33	HAS NEV COMPLE 5. SYSTE	ENT IS BEI FER BEEN (TE THE QU EMS AND F	ING COMPLETED FOCCUPIED, THE SE JESTIONS LISTED STATURES [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or
26 27 28 29 30 31 32 33 34 35 36 37	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes	ENT IS BEIL FER BEEN O TE THE QU MS AND F [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SE JESTIONS LISTED STATURES [] Don't know [] Don't know [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling?
26 27 28 29 30 31 32 33 34 35 36 37	HAS NEV COMPLE 5. SYSTE	ENT IS BEI FER BEEN (TE THE QU EMS AND F [] No [] No	ING COMPLETED FOCCUPIED, THE SE DESTIONS LISTED STATURES [] Don't know [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building
26 27 28 29 30 31 32 33 34 35 36 37 38 39	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes	ENT IS BEI FER BEEN OF THE QUE SMS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SECURITY OF THE S	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained?
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes	ENT IS BEIL FER BEEN O TE THE QU MS AND F [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SE JESTIONS LISTED STATURES [] Don't know [] Don't know [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes [] Yes	ENT IS BEIL TER BEEN O TE THE QU MS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SELECTIONS LISTED S	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained?
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes	ENT IS BEI FER BEEN OF THE QUE SMS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SECURITY OF THE S	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house?
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes [] Yes	ENT IS BEIL TER BEEN O TE THE QU MS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SELECTIONS LISTED S	A. PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house? If yes, year of original construction:
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes [] Yes	ENT IS BEIL TER BEEN O TE THE QU MS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SELECTIONS LISTED S	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house?
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes [] Yes	ENT IS BEIL TER BEEN O TE THE QU MS AND F [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SELECTIONS LISTED S	A. PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house? If yes, year of original construction:
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	STATEM: HAS NEV COMPLE 5. SYSTE [] Yes [] Yes [] Yes [] Yes [] Yes	ENT IS BEI ER BEEN O TE THE QU EMS AND F [] No [] No [] No [] No [] No [] No [] No	ING COMPLETED FOCCUPIED, THE SEDESTIONS LISTED FIXTURES [] Don't know	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM 4. STRUCTURAL *A. Has the roof leaked? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house? If yes, year of original construction:

1 2	[] Yes	[] No	[] Don't k	now	*F. Are there an following: (If ye	y defects with the
3						applicable items	and explain.)
4			□ Foundations		□ Decks		□ Exterior Walls
5			□ Chimneys		□ Interior	Walls	□ Fire Alarm
6			□ Doors		□ Windov	vs	□ Patio
7			□ Ceilings		□ Slab Flo	oors	□ Driveways
8			□ Pools		□ Hot Tul)	□ Sauna
9			□ Sidewalks		□ Outbuil	dings	□ Fireplaces
10			□ Garage Floors		□ Walkwa	nys	□ Siding
11			□ Other		□ Wood S	toves	
12]] Yes	[] No	[] Don't k	now	*G. Was a str	ructural pest or "whole
13						-	on done? If yes, when
14 15						-	was the inspection
16	ſ] Yes	[] No	[] Don't k	now	•	ownership, has the
17	L	jics	[]110	[]Don't k	now		wood destroying
18						organism or pest	infestation?
19]] Yes	[] No	[] Don't k	now	I. Is the attic ins	ulated?
20]] Yes	[] No	[] Don't k	now	J. Is the baseme	nt insulated?
21						5. SYSTEMS A	ND FIXTURES
22						*A. If any of th	e following systems or
23						fixtures are inclu	ided with the transfer,
24						-	ects? If yes, please
25						explain.	
26 27	l] Yes	[] No	[] Don't k	now		system, including ches, outlets, and
28						service	enes, outless, and
29]] Yes	[] No	[] Don't k	now	Plumbing	system, including pipes,
30						faucets, fixt	ures, and toilets
31]] Yes	[] No	[] Don't k	now	Hot water	tank
32]] Yes	[] No	[] Don't k	now	Garbage di	isposal
33]] Yes	[] No	[] Don't k	now	Appliances	S
34	ו] Yes	[] No	[] Don't k	now	Sump pum	p
35]] Yes	[] No	[] Don't k	now	Heating an	d cooling systems
36]] Yes	[] No	[] Don't k	now	Security sy	
37						[] Owned [
38							
39 40						•	following fixtures or ded with the transfer,
41							(If yes, please attach
42						copy of lease.)	
43]] Yes	[] No	[] Don't k	now	Security sys	tem
44]] Yes	[] No	[] Don't k	now	Tanks (type):
45]] Yes	[] No	[] Don't k	now	Satellite dis	h
46						Other:	

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1				6. <u>HOMEOWNERS'</u>
2				ASSOCIATION/COMMON
3				INTERESTS
4	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
5				Association? Name of Association
6				
7	[] Yes	[] No	[] Don't know	B. Are there regular periodic
8				assessments:
9				\$ per [] Month [] Year
10				[] Other
11	[] Yes	[] No	[] Don't know	*C. Are there any pending special
12				assessments?
13	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
14 15				areas" or any joint maintenance agreements (facilities such as walls,
16				fences, landscaping, pools, tennis
17				courts, walkways, or other areas co-
18				owned in undivided interest with
19				others)?
20				7. ((GENERAL))
21				ENVIRONMENTAL
22	[]Yes	[] No	[] Don't know	*A. Have there been any drainage
23	(1	[]	[]	problems on the property?
24	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
25				material?
26	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
27				property from fire, wind, floods, beach
28				movements, earthquake, expansive
29				soils, or landslides?
30	[] Yes	[] No	[] Don't know	D. Is the property in a designated
31				floodplain?
32	[] Yes	[] No	[] Don't know	*E. Are there any substances,
33				materials, or products on the property
34				that may be environmental concerns,
35				such as asbestos, formaldehyde, radon
36				gas, lead-based paint, fuel or chemical
37 38				storage tanks, or contaminated soil or water ?
	[1 V	[] N-	[] Dank laran	
39 40	[] Yes	[] <u>No</u>	Don't know	*F. Has the property been used for commercial or industrial purposes?
	[] Van	[] No	[] Don't Imou	
41	[] Yes	[] <u>No</u>	Don't know	*G. Is there any soil or groundwater contamination?
	[]Vaa	[]No	[] Don't Imorr	
43	[] Yes	[] No	Don't know	*H. Are there transmission poles, transformers, or other utility equipment
45				installed, maintained, or buried on the
46				property?

1 2	[] Yes	[] <u>No</u>	Don't know	*I. Has the property ever been used as a legal or illegal dumping site?
3	[] Yes	[] No	[] Don't know	*((G [*F])) J. Has the property ever
4	[] 105	[]1.0	[] Don't know	been used as an illegal drug
5				manufacturing site?
6	[]Yes	[] No	[] Don't know	* $((H {*G})) \underline{K}$. Are there any radio
7				towers in the area that may cause
8				interference with telephone reception?
9				8. MANUFACTURED AND
10				MOBILE HOMES
11				If the property includes a manufactured
12				or mobile home,
13	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
14				home? If yes, please describe the
15				alterations:
16	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
17				alterations to the home? If yes, please
18				describe the alterations:
19	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
20				permits or variances for these alterations
21				obtained?
22				9. FULL DISCLOSURE BY
23				SELLERS
24				A. Other conditions or defects:
25	[] Yes	[] No	[] Don't know	*Are there any other existing material
26				defects affecting the property that a
27				prospective buyer should know about?
28				B. Verification:
29				The foregoing answers and attached
30				explanations (if any) are complete and
31				correct to the best of my/our knowledge
32				and I/we have received a copy hereof.
33				I/we authorize all of my/our real estate
34				licensees, if any, to deliver a copy of
35				this disclosure statement to other real
36				estate licensees and all prospective
37				buyers of the property.
38	DATE		SELLER	SELLER
39			NOTICE TO T	HE BUYER
40	INFORMAT	TON REGA	ARDING REGISTER	ED SEX OFFENDERS MAY
41	BE OBTAIN	NED FROM	LOCAL LAW ENFO	ORCEMENT AGENCIES. THIS
42	NOTICE IS	INTENDE	D ONLY TO INFORM	M YOU OF WHERE TO OBTAIN
43	THE DESCRIPTION			DIGITION OF THE PRESENCE OF
	THIS INFO	RMATION	AND IS NOT AN IN	DICATION OF THE PRESENCE OF

45

II. BUYER'S ACKNOWLEDGMENT

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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 at
7		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 to
13		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 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

- (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.
- (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

- 1 real estate licensee involved in the transaction, and shall not be
- 2 construed as a warranty of any kind by the seller or any real estate
- 3 licensee involved in the transaction.
- 4 <u>NEW SECTION.</u> **Sec. 5.** A new section is added to chapter 64.06 RCW 5 to read as follows:
- 6 (1) In a transaction for the sale of unimproved residential real 7 property, the seller shall, unless the buyer has expressly waived the
- 8 right to receive the disclosure statement under RCW 64.06.010, or
- 9 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
- 10 the buyer a completed seller disclosure statement in the following
- 11 format 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 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
- 19 disclosure statement must occur not later than five business days,
- 20 unless otherwise agreed, after mutual acceptance of a written contract
- 21 to purchase between a buyer and a seller.
- NOTICE TO THE BUYER
- 23 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 25 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 26 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 27 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 28 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 29 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 30 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 31 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 32 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER'S
- 33 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 34 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 35 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 36 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE

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- 1 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 2 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 3 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 4 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 5 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 6 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 7 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 8 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 9 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 10 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 11 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 12 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 13 WARRANTIES.
- 14 Seller . . . is/ . . . is not occupying the property.

15		I. SELL	ER'S DISCLOSURI	ES:
16	*If you a	nswer "Yes"	to a question with ar	asterisk (*), please explain your answer
17	and attac	h documents	s, if available and not	otherwise publicly recorded. If
18	necessary	y, use an atta	ched 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				may affect the Buyer's use of the
36				property?
37	[] Yes	[] No	[] Don't know	*F. Are there any written agreements
38				for joint maintenance of an easement or
39				right-of-way?

1 2 3	[]Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
4 5	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
6 7 8 9	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
11 12	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the property?
13 14 15	[] Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions which affect the property?
16				2. WATER
17				A. Household Water
18 19	[] Yes	[] No	[] Don't know	(1) Does the property have potable water supply?
20				(2) If yes, the source of water for the
21				property is:
22				[] Private or publicly owned water
23				system
24				[] Private well serving only the
25				property
26				*[] Other water system
27	[] Yes	[] No	[] Don't know	*If shared, are there any written
28				agreements?
29	[] Yes	[] No	[] Don't know	*(3) Is there an easement (recorded or
30				unrecorded) for access to and/or
31				maintenance of the water source?
32 33	[] Yes	[] No	[] Don't know	*(4) Are there any known problems or repairs needed?
34	[] Yes	[] No	[] Don't know	(5) Is there a connection or hook-up
35				charge payable before the property can
36				be connected to the water main?
37	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
38 39				water availability from the water purveyor serving the property? (If yes,
40				please attach a copy.)
41	[]Yes	[] No	[] Don't know	(7) Is there a water right permit,
42	F3		23	certificate, or claim associated with
43				household water supply for the
44				property? (If yes, please attach a copy.)
45	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
46				certificate, or claim been assigned,
47				transferred, or changed?

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1 2 3	[] Yes	[] No	[] Don't know	(b) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?
4 5 6	[] Yes	[] No	[] Don't know	*(8) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?
7				B. Irrigation Water
8 9	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights for the property, such as a water right
10				permit, certificate, or claim? (If yes,
11				please attach a copy.)
12 13	[] Yes	[] No	[] Don't know	(a) If yes, have the water rights been used during the last five years?
14	[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit,
15				certificate, or claim been assigned,
16				transferred, or changed?
17	[] Yes	[] No	[] Don't know	(2) Does the property receive irrigation
18				water from a ditch company, irrigation district, or other entity? If so, please
19 20				identify the entity that supplies
21				irrigation water to the property:
22				
23				C. Outdoor Sprinkler System
24	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system
25				for the property?
26	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the
27				system?
28	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
29				connected to irrigation water?
30				3. SEWER/SEPTIC SYSTEM
31				A. The property is served by:
32				[] Public sewer system
33				[] On-site sewage system (including
34				pipes, tanks, drainfields, and all other
35 36				component parts) [] Other disposal system, please
37				describe:
38				
39	[]Yes	[] No	[] Don't know	B. Is the property subject to any
40				sewage system fees or charges in
41				addition to those covered in your
42				regularly billed sewer or on-site sewage
43				system maintenance service?
44				C. If the property is connected to an
45	£1.87	(1N	(ID!-I	on-site sewage system:
46 47	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its construction?
T /				construction:

1 2 3	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local health department or district following its construction?
4 5	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized system?
6 7	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity system?
8 9	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or repairs to the on-site sewage system?
10 11	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system, including the drainfield, located entirely
13				within the boundaries of the property? If no, please explain:
14 15	[] Yes	[] No	[] Don't know	(7) Does the on-site sewage system
16	[] 103	[]110	[] Don't know	require monitoring and maintenance
17				services more frequently than once a
18				year? If yes, please explain:
19				
20				4. ELECTRICAL/GAS
21 22	[] Yes	[] No	[] Don't know	A. Is the property served by natural gas?
23	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
24	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
25 26	[] Yes	[] No	[] Don't know	D. Is there a connection charge for electricity?
27	[] Yes	[] No	[] Don't know	E. Are there any electrical problems on
28				the property? If yes, please explain:
29				
30				5. FLOODING
31	[] Yes	[] No	[] Don't know	A. Are there any flooding, standing
32				water, or drainage problems on the property or affecting access to the
34				property? If yes, please explain:
35				
36	[] Yes	[] No	[] Don't know	B. Is the property located in a
37				government designated flood zone or
38				floodplain?
39				6. SOIL STABILITY
40	[] Yes	[] No	[] Don't know	A. Are there any settlement, earth
41				movement, slides, or similar soil
42				problems on the property? If yes, please explain:
44				picase explain.
45	[] Yes	[] No	[] Don't know	B. Does any part of the property
46	., 100	11-10	[] = mo	contain fill dirt, waste, or other fill
47				material? If yes, please explain:

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1				
2				7. ENVIRONMENTAL ISSUES
3	[] Yes	[] No	[] Don't know	*A. Have there been any drainage
4				problems on the property?
5 6	[] Yes	[] No	[] Don't know	*B. Does the property contain fill material?
7	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
8				property from fire, wind, floods, beach
9				movements, earthquake, expansive
10				soils, or landslides?
11	[] Yes	[] No	[] Don't know	D. Is the property in a designated
12	(1) X	6337	61B 141	floodplain?
13 14	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products on the property
15				that may be environmental concerns,
16				such as asbestos, formaldehyde, radon
17				gas, lead-based paint, fuel or chemical
18				storage tanks, or contaminated soil or
19				water?
20	[] Yes	[] No	[] Don't know	*F. Has the property been used for
21				commercial or industrial purposes?
22	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
23				contamination?
24	[] Yes	[] No	[] Don't know	*H. Are there transmission poles,
25				transformers, or other utility equipment
26				installed, maintained, or buried on the
27				property?
28	[] Yes	[] No	[] Don't know	*I. Has the property ever been used as
29				a legal or illegal dumping site?
30	[] Yes	[] No	[] Don't know	*J. Has the property ever been used as
31	(1) X	6337	61B 141	an illegal drug manufacturing site?
32	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that may cause interference with
34				telephone reception?
35				8. HOMEOWNERS'
36				ASSOCIATION/COMMON
37				INTERESTS
38	[] Yes	[] No	[] Dont' know	A. Is there a homeowners' association?
39				Name of association:
40				
41	[] Yes	[] No	[] Don't know	B. Are there regular periodic
42				assessments:
43				\$ per [] Month [] Year
44				[] Other
45	[] Yes	[] No	[] Don't know	*C. Are there any pending special
46		-		assessments?

1	[]Yes	[] No	[] Don't know	*D. Are there any shared "common
2	[] Tes	[]110	[] Don't know	areas" or any joint maintenance
3				agreements (facilities such as walls,
4				fences, landscaping, pools, tennis
5				courts, walkways, or other areas co-
6				owned in undivided interest with
7				others)?
8				9. OTHER FACTS
9	[]Yes	[] No	[] Don't know	A. Are there any disagreements,
10				disputes, encroachments, or legal
11				actions concerning the property? If yes,
12				please explain:
13				
14	[] Yes	[] No	[] Don't know	B. Does the property have any plants
15				or wildlife that are designated as
16				species or concern, or listed as
17				threatened or endangered by the
18				government?
19	[] Yes	[] No	[] Don't know	C. Is the property classified or
20				designated as forest land or open space?
21				If so, specify:
22				
23	[] Yes	[] No	[] Don't know	D. Do you have a forest management
24				plan? If yes, attach.
25	[] Yes	[] No	[] Don't know	E. Have any development-related
26				permit applications been submitted to
27				any government agencies? If so,
28				specify:
29				
30				If the answer to E is "yes," what is the
31				status or outcome of those applications?
32				
33				10. FULL DISCLOSURE BY
34				SELLERS
35				A. Other conditions or defects:
36	[] Yes	[] No	[] Don't know	*Are there any other existing material
37				defects affecting the property that a
38				prospective buyer should know about?
39				B. Verification:

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1	The foregoing answers and attached
2	explanations (if any) are complete and
3	correct to the best of my/our knowledge
4	and I/we have received a copy hereof.
5	I/we authorize all of my/our real estate
6	licensees, if any, to deliver a copy of
7	this disclosure statement to other real
8	estate licensees and all prospective
9	buyers of the property.
10	DATE SELLER SELLER
11	NOTICE TO BUYER
12	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
13	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
14	IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
15	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
16	REGISTERED SEX OFFENDERS.
17	II. BUYER'S ACKNOWLEDGMENT
18	A. Buyer hereby acknowledges that: Buyer has a duty to pay
19	diligent attention to any material defects that are known to
20	Buyer or can be known to Buyer by utilizing diligent
21	attention and observation.
22	B. The disclosures set forth in this statement and in any
23	amendments to this statement are made only by the Seller
24	and not by any real estate licensee or other party.
25	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
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27	provided by Seller, except to the extent that real estate
28	licensees know of such inaccurate information.
29	D. This information is for disclosure only and is not intended to
30	be a part of the written agreement between the Buyer and
31	Seller.
32	E. Buyer (which term includes all persons signing the "Buyer's
33	acceptance" portion of this disclosure statement below) has
34	received a copy of this Disclosure Statement (including
35	attachments, if any) bearing Seller's signature.

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1	BUYER	HERE	BY	ACKNOWLEDGES		RECEIPT			OF A		COPY	OF	THIS	3 I	DISC:	LOSURE		
2	STATEM	ENT A	AND	ACKNO	WLED	GES	THA'	T TH	IE D	ISC	LOS	URES	MADE	HERE	IN	ARE	THOSE	S
3	OF THE	SELL	ĿΕR	ONLY,	AND	NOT	OF	ANY	REA	L E	STAT	re li	CENSE	E OR	OTI	HER	PARTY	•
4	DATE .				BUYE	R.			•		. В	UYER						

 (2) 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 ---

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