## CERTIFICATION OF ENROLLMENT

### SUBSTITUTE SENATE BILL 5895

Chapter 107, Laws of 2007

60th Legislature 2007 Regular Session

#### RESIDENTIAL REAL PROPERTY--SELLER DISCLOSURE

EFFECTIVE DATE: 07/22/07

Passed by the Senate March 10, 2007 YEAS 39 NAYS 9

BRAD OWEN

### President of the Senate

Passed by the House April 4, 2007 YEAS 94 NAYS 1

FRANK CHOPP

Speaker of the House of Representatives

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 5895** as passed by the Senate and the House of Representatives on the dates hereon set forth.

THOMAS HOEMANN

Secretary

Approved April 18, 2007, 11:07 a.m.

FILED

April 18, 2007

CHRISTINE GREGOIRE

Governor of the State of Washington

Secretary of State State of Washington

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#### SUBSTITUTE SENATE BILL 5895

Passed Legislature - 2007 Regular Session

State of Washington 60th Legislature 2007 Regular Session

By Senate Committee on Consumer Protection & Housing (originally sponsored by Senators Fraser, Swecker, Tom, Shin, Kline, McCaslin, Kilmer, Jacobsen, Delvin and Honeyford)

READ FIRST TIME 02/23/07.

- 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
- 4 new section.

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- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:
- 7 (a) Some purchasers of residential property have been financially 8 ruined, and their health threatened, by the discovery of toxic 9 materials buried or otherwise hidden on the property, that was not 10 disclosed by the seller who had actual knowledge of the presence of 11 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 residential dwelling units;
- $((\frac{(2)}{(2)}))$  (b) A residential condominium as defined in RCW 64.34.020(9), unless the sale is subject to the public offering statement requirement in the Washington condominium act, chapter 64.34 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  $((\frac{4}{}))$  (d) A mobile or manufactured home, as defined in RCW 43.22.335 or 46.04.302, that is personal property.
- 28 (2) "Residential real property" means both improved and unimproved 29 residential real property.
- 30 (3) "Seller disclosure statement" means the form to be completed by 31 the seller of residential real property as prescribed by this chapter.
- 32 (4) "Unimproved residential real property" means property zoned for 33 residential use that is not improved by residential dwelling units, a 34 residential condominium, a residential timeshare, or a mobile or 35 manufactured home.

- 1 **Sec. 3.** RCW 64.06.010 and 1994 c 200 s 2 are each amended to read 2 as follows:
- This chapter does not apply to the following transfers of residential real property:
- 5 (1) A foreclosure((¬)) or deed-in-lieu of foreclosure((¬ or a sale 6 by a lienholder who acquired the residential real property through 7 foreclosure or deed in lieu of foreclosure));
- 8 (2) A gift or other transfer to a parent, spouse, or child of a transferor or child of any parent or spouse of a transferor;
  - (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;
  - (5) A transfer of an interest that is less than fee simple, except that the transfer of a vendee's interest under a real estate contract is subject to the requirements of this chapter; ((and))
- 21 (6) A transfer made by the personal representative of the estate of 22 the decedent or by a trustee in bankruptcy; and
- 23 (7) A transfer in which the buyer has expressly waived the receipt
  24 of the seller disclosure statement. However, if the answer to any of
  25 the questions in the section entitled "Environmental" would be "yes,"
  26 the buyer may not waive the receipt of the "Environmental" section of
  27 the seller disclosure statement.
- 28 **Sec. 4.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read 29 as follows:
- 30 (1) In a transaction for the sale of <u>improved</u> residential <u>real</u> property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement <u>under RCW 64.06.010</u>, or unless the transfer is <u>otherwise</u> exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:
- 36 INSTRUCTIONS TO THE SELLER

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37 Please complete the following form. Do not leave any spaces blank. If

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

1		I. SELI	LER'S DISCLOSUR	ES:					
2	*If you answer "Yes" to a question with an asterisk (*), please explain your answer								
4		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.					
8	[]Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following?					
10				(1) First right of refusal					
11				(2) Option					
12 13				<ul><li>(3) Lease or rental agreement</li><li>(4) Life estate?</li></ul>					
14	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,					
15 16				boundary agreements, or boundary disputes?					
17 18	[] Yes	[] <u>No</u>	[] Don't know	*D. Is there a private road or easement agreement for access to the property?					
19	[] Yes	[] No	[] Don't know	((*D.)) *E. Are there any rights-of-					
20	[]	[]	[]=	way, easements, or access limitations					
21 22				that may affect the Buyer's use of the property?					
23	[] Yes	[] No	[] Don't know	$((*\underline{E}.))$ *F. Are there any written					
24 25				agreements for joint maintenance of an easement or right_of_way?					
26 27 28	[] Yes	[] No	[] Don't know	((*F;)) *G. Is there any study, survey project, or notice that would adversely affect the property?					
29 30 31	[] Yes	[] No	[] Don't know	((*G;)) *H. Are there any pending or existing assessments against the property?					
32	[] Yes	[] No	[] Don't know	((*H.)) *I. Are there any zoning					
33				violations, nonconforming uses, or any					
34				unusual restrictions on the property that					
35 36				would affect future construction or remodeling?					
37 38	[] Yes	[ ] No	[] Don't know	((*I,)) *J. Is there a boundary survey for the property?					
39	[]Yes	[] No	[] Don't know	((*J.)) *K. Are there any covenants,					
40				conditions, or restrictions which affect					
41				the property?					
42				2. WATER					

A. Household Water

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

1 2	[] Yes	<u>∐ No</u>	[] Don't know	(c) If so, has the water right permit, certificate, or claim been
3				assigned, transferred, or changed?
4				If so, explain:
5				<u></u>
6	[] Yes	[] <u>No</u>	Don't know	(2) Does the property receive
7				irrigation water from a ditch
8				company, irrigation district, or
9				other entity? If so, please identify
10				the entity that supplies water to the
11				property:
12				············
13				C. Outdoor Sprinkler System
14	[] Yes	[ ] No	[] Don't know	(1) Is there an outdoor sprinkler
15				system for the property?
16	[] Yes	[ ] No	[] Don't know	(2) If yes, are there any defects in
17				the system?
18	[] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler system
19				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
28				describe:
29				
30	[] Yes	[ ] No	[] Don't know	B. If public sewer system service is
31				available to the property, is the house
32				connected to the sewer main? If no,
33				please explain.
34				
35	[] Yes	[] No	[] Don't know	C. Is the property subject to any
36				sewage system fees or charges in
37				addition to those covered in your
38 39				regularly billed sewer or on-site sewage system maintenance service?
				•
40				D. If the property is connected to an
41	£1.87	£137	[1]D 1:1	on-site sewage system:
42	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
43 44				construction, and was it approved by the local health department or
44				district following its construction?
46				(2) When was it last pumped:
47				

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			[] Bon't know	•
				D 1
6				By <u>w</u> hom:
7			[] Don't know	(5) For how many bedrooms was
8				the on-site sewage system approved?
10				**
	£1.87	CLM	[1]D   -	bedrooms
11 12	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including laundry drain, connected to the
13				laundry drain, connected to the sewer/on-site sewage system? If no,
14				please explain:
15	[]Yes	[] No	[] Don't know	*F. Have there been any changes or
16	[] Ics	[]110	[] Don't know	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 25				services more frequently than once a year? If yes, please explain.
26				year: If yes, please explain.
27	NOTICE:	IF THIS DE	ESIDENTIAL REAL	PROPERTY DISCLOSURE
28				OR NEW CONSTRUCTION WHICH
29				LLER IS NOT REQUIRED TO
30				IN ITEM 4. STRUCTURAL OR ITEM
31	5. SYSTE	MS AND F	IXTURES	
32				4. STRUCTURAL
33	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
34	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
35				leaked?
36	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
37				additions, or remodeling?
38	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
39				permits obtained?
40	[] Yes	[] No	[] Don't know	*(2) If yes, were all final
41				inspections obtained?
42	[] Yes	[] No	[] Don't know	D. Do you know the age of the house?
43				If yes, year of original construction:
44				
45	[]Yes	[] No	[] Don't know	*E. Has there been any settling,
46	[] 200	[]110	i j zon t know	slippage, or sliding of the property or its
				improvements?
47				

1 2	[] Yes	[ ] No	[] Don't know	following: (If ye	-
3 4				applicable items	and explain.)
±		Foundations	□ De		□ Exterior Walls
5		Chimneys		erior Walls	□ Fire Alarm
6		Doors		indows	□ Patio
7		Ceilings		b Floors	□ Driveways
8		Pools		ot Tub	□ Sauna
9		Sidewalks		tbuildings	□ Fireplaces
10		Garage Floors		alkways	□ Siding
11		Other	□ W(	ood Stoves	
12	[] Yes	[ ] No	[] Don't know		ructural pest or "whole
13				-	on done? If yes, when
14 15				-	was the inspection
16	[] Yes	[ ] No	[] Don't know	H. During your	ownership, has the
17				property had any	wood destroying
18				organism or pest	infestation?
19	[] Yes	[] No	[] Don't know	I. Is the attic ins	ulated?
20	[] Yes	[ ] No	[] Don't know	J. Is the basemen	nt insulated?
21				5. SYSTEMS A	ND FIXTURES
22				*A. If any of the	e following systems or
23					ided with the transfer,
24 25				explain.	ects? If yes, please
26	[] Yes	[] No	[] Don't know	-	system, including
27	[]	[]	[]		ches, outlets, and
28				service	
29	[] Yes	[ ] No	[] Don't know	Plumbing s	system, including pipes,
30				faucets, fixto	ures, and toilets
31	[] Yes	[ ] No	[] Don't know	Hot water t	tank
32	[] Yes	[] No	[] Don't know	Garbage di	•
33	[] Yes	[ ] No	[] Don't know	Appliances	
34	[] Yes	[ ] No	[] Don't know	Sump pum	
35	[] Yes	[] No	[] Don't know	-	d cooling systems
36 37	[] Yes	[] No	[] Don't know	Security sy [] Owned [	
38					
39					following fixtures or
40				•	ded with the transfer,
41				are they leased?	(If yes, please attach
42				copy of lease.)	
43	[] Yes	[ ] No	[] Don't know	Security sys	tem
44	[] Yes	[ ] No	[] Don't know	Tanks (type)	):
45	[] Yes	[ ] No	[] Don't know	Satellite disl	
46				Other:	••

1				6. HOMEOWNERS'
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	s [] No	[] Don't know	*C. Are there any pending special
12				assessments?
13	[] Yes	s [] No	[] Don't know	*D. Are there any shared "common
14				areas" or any joint maintenance
15				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	s []No	[] Don't know	*A. Have there been any drainage
23				problems on the property?
24	[] Yes	s [] No	[] Don't know	*B. Does the property contain fill
25	[] 10.	, []1.0	[]20111111011	material?
26	[] Yes	s [] No	[] Don't know	*C. Is there any material damage to the
27	[] 103	, []110	[] Bont know	property from fire, wind, floods, beach
28				movements, earthquake, expansive
29				soils, or landslides?
30	[] Yes	s [] No	[] Don't know	D. ((Is the property in a designated
31	[] 10.	, []1.0	[]20111111011	floodplain)) Are there any shorelines,
32				wetlands, floodplains, or critical areas
33				on the property?
34	[] Yes	s [] No	[] Don't know	*E. Are there any substances,
35				materials, or products on the property
36				that may be environmental concerns,
37				such as asbestos, formaldehyde, radon
38				gas, lead-based paint, fuel or chemical
39				storage tanks, or contaminated soil or
40				water ?
41	[] Yes	<u> [] No</u>	Don't know	*F. Has the property been used for
42				commercial or industrial purposes?
43	[] Yes	[] No	Don't know	*G. Is there any soil or groundwater
44				contamination?

1	[] Yes	[] No	Don't know	*H. Are there transmission poles,
2				transformers, or other utility equipment
3 4				installed, maintained, or buried on the property?
5	[] Yes	[] No	Don't know	*I. Has the property been used as a
6	1,122			legal or illegal dumping site?
7	[] Yes	[] No	[] Don't know	*(( <del>G [*F]</del> )) <u>J</u> . Has the property (( <del>ever</del> ))
8	.,	.,		been used as an illegal drug
9				manufacturing site?
10	[] Yes	[] No	[] Don't know	* $((H-[*G]))$ <u>K</u> . Are there any radio
11				towers in the area that may cause
12				interference with telephone reception?
13				8. MANUFACTURED AND
14				MOBILE HOMES
15				If the property includes a manufactured
16				or mobile home,
17	[] Yes	[ ] No	[] Don't know	*A. Did you make any alterations to the
18				home? If yes, please describe the
19				alterations:
20	[] Yes	[ ] No	[] Don't know	*B. Did any previous owner make any
21				alterations to the home? If yes, please
22				describe the alterations:
23	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
24				permits or variances for these alterations
25				obtained?
26				9. FULL DISCLOSURE BY
27				SELLERS
28				A. Other conditions or defects:
29	[] Yes	[] No	[] Don't know	*Are there any other existing material
30				defects affecting the property that a
31				prospective buyer should know about?
32				B. Verification:
33				The foregoing answers and attached
34				explanations (if any) are complete and
35				correct to the best of my/our knowledge
36				and I/we have received a copy hereof.
37				I/we authorize all of my/our real estate
38				licensees, if any, to deliver a copy of
39				this disclosure statement to other real
40				estate licensees and all prospective
41				buyers of the property.
42	DATE		SELLER	SELLER

NOTICE TO THE BUYER

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1	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY							
2	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS							
3 4	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN  THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF							
5	REGISTERED SEX OFFENDERS.							
6	II. BUYER'S ACKNOWLEDGMENT							
7	A. Buyer hereby acknowledges that: Buyer has a duty to pay							
8	diligent attention to any material defects that are known to							
9	Buyer or can be known to Buyer by utilizing diligent							
10	attention and observation.							
11 12	B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and							
13	not by any real estate licensee or other party.							
14	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),							
15	real estate licensees are not liable for inaccurate information							
16	provided by Seller, except to the extent that real estate							
17	licensees know of such inaccurate information.							
18	D. This information is for disclosure only and is not intended to							
19 20	be a part of the written agreement between the Buyer and Seller.							
21	E. Buyer (which term includes all persons signing the "Buyer's							
22	acceptance" portion of this disclosure statement below) has							
23	received a copy of this Disclosure Statement (including							
24	attachments, if any) bearing Seller's signature.							
25	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY							
26	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME							
27	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER							
28	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM							
29	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO							
30	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN							
31	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE							
32	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE							
33	AGREEMENT.							
34	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE							
35	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE							
36	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.							

38 (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.

DATE . . . . . . BUYER . . . . . . . BUYER . . . . . . . . .

37

- (3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.
- 8 <u>NEW SECTION.</u> **Sec. 5.** A new section is added to chapter 64.06 RCW 9 to read as follows:
- (1) In a transaction for the sale of unimproved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:
- 16 INSTRUCTIONS TO THE SELLER

3

4

6 7

25

Please complete the following form. Do not leave any spaces blank. If 17 the question clearly does not apply to the property write "NA." If the 18 19 answer is "yes" to any \* items, please explain on attached sheets. 20 Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each 21 page of this disclosure statement and each attachment. Delivery of the 22 disclosure statement must occur not later than five business days, 23 24 unless otherwise agreed, after mutual acceptance of a written contract

## 26 NOTICE TO THE BUYER

to purchase between a buyer and a seller.

- 29 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 30 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 31 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 32 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 33 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 34 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 35 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 36 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S

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

19		I. SELLI	ER'S DISCLOSURE	cs:			
20	*If you ar	swer "Yes"	to a question with an	asterisk (*) please explain vour answer			
21	*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						
22		, use an atta		salet wise paonery recorded. It			
23				1. TITLE			
24	[] Yes	[ ] No	[] Don't know	A. Do you have legal authority to sell			
25				the property? If no, please explain.			
26	[] Yes	[ ] No	[] Don't know	*B. Is title to the property subject to			
27				any of the following?			
28				(1) First right of refusal			
29				(2) Option			
30				(3) Lease or rental agreement			
31				(4) Life estate?			
32	[] Yes	[ ] No	[] Don't know	*C. Are there any encroachments,			
33				boundary agreements, or boundary			
34				disputes?			
35	[] Yes	[ ] No	[] Don't know	*D. Is there a private road or easement			
36				agreement for access to the property?			

1 2 3 4	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
5 6 7	[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
8 9 10	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
11 12	[] Yes	[ ] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
13 14 15 16 17	[] 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?
18 19	[] Yes	[ ] No	[] Don't know	*J. Is there a boundary survey for the property?
20 21 22	[] Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions which affect the property?
23				2. WATER
24				A. Household Water
25 26	[] Yes	[] No	[] Don't know	(1) Does the property have potable water supply?
27 28				(2) If yes, the source of water for the property is:
29 30				[] Private or publicly owned water system
31 32				[] Private well serving only the property
33				*[] Other water system
34 35	[] Yes	[ ] No	[] Don't know	*If shared, are there any written agreements?
36 37	[] Yes	[ ] No	[] Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or
38				maintenance of the water source?
39 40	[] Yes	[ ] No	[] Don't know	*(4) Are there any known problems or repairs needed?
41 42	[]Yes	[] No	[] Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
43	[] Van	[] No	[] Don't know	(6) Have you obtained a certificate of
43 44 45	[] Yes	[]110	[] Don't mio''	water availability from the water
44	[] Tes	[]110	[]20	•

1	[] Yes	[ ] No	[] Don't know	(7) Is there a water right permit,
2				certificate, or claim associated with
3				household water supply for the
4				property? (If yes, please attach a copy.)
5	[] Yes	[ ] No	[] Don't know	(a) If yes, has the water right permit,
6				certificate, or claim been assigned,
7				transferred, or changed?
8				(b) If yes, has all or any portion of the
10				water right not been used for five or more successive years? (If yes, please
11				explain.)
12				
13	[]Yes	[]No	[] Don't know	
14	[] Tes	[ ] No	[] Don't know	(c) If no or don't know, is the water withdrawn from the water source less
15				than 5,000 gallons a day?
16	[]Yes	[] No	[] Don't know	*(8) Are there any defects in the
17	[]100	[]1.0	[] Don't mio'	operation of the water system (e.g.,
18				pipes, tank, pump, etc.)?
19				B. Irrigation Water
20	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights
21			23	for the property, such as a water right
22				permit, certificate, or claim? (If yes,
23				please attach a copy.)
24	[] Yes	[ ] No	[] Don't know	(a) If yes, has all or any portion of the
25				water right not been used for five or
26				more successive years?
27	[] Yes	[ ] No	[] Don't know	(b) If yes, has the water right permit,
28				certificate, or claim been assigned,
29				transferred, or changed?
30	[ ] Yes	[ ] No	[] Don't know	(2) Does the property receive irrigation
31				water from a ditch company, irrigation
32				district, or other entity? If so, please
33				identify the entity that supplies
34				irrigation water to the property:
35				
36				C. Outdoor Sprinkler System
37	[ ] Yes	[ ] No	[] Don't know	(1) Is there an outdoor sprinkler system
38				for the property?
39	[ ] Yes	[ ] No	[] Don't know	(2) If yes, are there any defects in the
40				system?
41	[ ] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler system
42				connected to irrigation water?
43				2 CEWIED/CEDTIC CYCTEM

1				A. The property is served by:
2				[] Public sewer system
3				[] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6 7				[] Other disposal system, please describe:
8				
9	[] Yes	[] No	[] Don't know	B. Is the property subject to any
10				sewage system fees or charges in
11				addition to those covered in your
12				regularly billed sewer or on-site sewage
13				system maintenance service?
14				C. If the property is connected to an
15				on-site sewage system:
16	[] Yes	[ ] No	[] Don't know	*(1) Was a permit issued for its
17				construction?
18	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
19				health department or district following
20				its construction?
21	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
22				system?
23	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity
24				system?
25	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
26				repairs to the on-site sewage system?
27	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
28				including the drainfield, located entirely
29				within the boundaries of the property?
30				If no, please explain:
31				
32	[] Yes	[] No	[] Don't know	(7) Does the on-site sewage system
33			21	require monitoring and maintenance
34				services more frequently than once a
35				year? If yes, please explain:
36				
37				
37				4. ELECTRICAL/GAS
38	[] Yes	[ ] No	[] Don't know	A. Is the property served by natural
39				gas?
40	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
41	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
42	[]Yes	[] No	[] Don't know	D. Is there a connection charge for
43	[]	£3		electricity?
44	[] Yes	[] No	[] Don't know	E. Are there any electrical problems on
45	[] 108	[]140	[ ] Don't know	the property? If yes, please explain:
46				
47				5. FLOODING

1	[ ] Yes	[] No	[] Don't know	A. Are there any flooding, standing
2				water, or drainage problems on the
3				property or affecting access to the
4				property? If yes, please explain:
5				
6	[] Yes	[ ] No	[] Don't know	B. Is the property located in a
7				government designated flood zone or
8				floodplain?
9				6. SOIL STABILITY
10	[] Yes	[ ] No	[] Don't know	A. Are there any settlement, earth
11				movement, slides, or similar soil
12				problems on the property? If yes,
13				please explain:
14				
15	[] Yes	[] No	[] Don't know	B. Does any part of the property
16				contain fill dirt, waste, or other fill
17				material? If yes, please explain:
18				
19				7. ENVIRONMENTAL
20	[]Yes	[] No	[] Don't know	*A. Have there been any drainage
21				problems on the property?
22	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
23				material?
24	[] Yes	[ ] No	[] Don't know	*C. Is there any material damage to the
25				property from fire, wind, floods, beach
26				movements, earthquake, expansive
27				soils, or landslides?
28	[ ] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
29				floodplains, or critical areas on the
30				property?
31	[] Yes	[] No	[] Don't know	*E. Are there any substances,
32				materials, or products on the property
33				that may be environmental concerns,
34				such as asbestos, formaldehyde, radon
35				gas, lead-based paint, fuel or chemical
36				storage tanks, or contaminated soil or
37				water?
38	[] Yes	[ ] No	[] Don't know	*F. Has the property been used for
39				commercial or industrial purposes?
40	[] Yes	[ ] No	[] Don't know	*G. Is there any soil or groundwater
41				contamination?
42	[] Yes	[ ] No	[] Don't know	*H. Are there transmission poles,
43				transformers, or other utility equipment
44				installed, maintained, or buried on the
45				property?
46	[ ] Yes	[ ] No	[] Don't know	*I. Has the property been used as a
47				legal or illegal dumping site?

1	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
3	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
4				area that may cause interference with
5				telephone reception?
6				8. HOMEOWNERS'
7				ASSOCIATION/COMMON
8				INTERESTS
9	[] Yes	[ ] No	[] Dont' know	A. Is there a homeowners' association?
10				Name of association:
11				
12	[] Yes	[ ] No	[] Don't know	B. Are there regular periodic
13				assessments:
14				\$ per [ ] Month [ ] Year
15				[ ] Other
16	[] Yes	[ ] No	[] Don't know	*C. Are there any pending special
17				assessments?
18	[] Yes	[ ] No	[] Don't know	*D. Are there any shared "common
19				areas" or any joint maintenance
20 21				agreements (facilities such as walls, fences, landscaping, pools, tennis
22				courts, walkways, or other areas co-
23				owned in undivided interest with
24				others)?
24 25				others)?  9. OTHER FACTS
	[] Yes	[] No	[] Don't know	
25	[] Yes	[] No	[] Don't know	9. OTHER FACTS
25 26	[] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements,
25 26 27	[]Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal
25 26 27 28	[]Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes,
25 26 27 28 29	[] Yes [] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:
25 26 27 28 29 30 31 32				9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as
25 26 27 28 29 30 31 32 33				9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as
25 26 27 28 29 30 31 32 33 34				9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the
25 26 27 28 29 30 31 32 33 34 35	[]Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?
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25 26 27 28 29 30 31 32 33 34 35 36 37	[]Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space?
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[]Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes [] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:  D. Do you have a forest management plan? If yes, attach.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	[] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:  D. Do you have a forest management plan? If yes, attach.  E. Have any development-related
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[] Yes [] Yes	[] No	[] Don't know	9. OTHER FACTS  A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? If yes, please explain:  B. Does the property have any plants or wildlife that are designated as species or concern, or listed as threatened or endangered by the government?  C. Is the property classified or designated as forest land or open space? If so, specify:  D. Do you have a forest management plan? If yes, attach.  E. Have any development-related permit applications been submitted to

status or concerns of above applications*  1. IN. FULL DISCLOSTRE BY SHLEBS  A. Other conditions or defects:  A. Other conditions or defects:  D. Verdirelane.  D. Verdirelane.  The foregaine answers and antiched explanations of any sure conditions or defects affecting the preparey that a properties and content in the best of mysuse anothers and antiched explanations of mysus are conditions or de mysuse area demanded as and Powe have received a cuty person.  In the content in the best of mysuse area demanded as and Powe have received as cuty person.  In the content is the best of mysuse area demanded as and Powe have received as cuty person.  In the content is the best of mysuse area demanded as and Powe have received as cuty person.  In the content is the substances on other real cutters are demanded as an above have received as a properties and a properties.  D. The content is the substances on other real cutters are demanded as an above have received as a properties and a properties.  D. The content is the substances on other real cutters are demanded as an above real cutters are demanded as a properties.  D. The content is the substances on other real cutters are demanded as a properties.  D. The discovered and properties and properties.  D. The discovered and properties are developed by the properties and properties.  D. The discovered and properties are developed by the properties and properties.  D. The	1			If the answer to E is "yes," what is the			
	2			status or outcome of those applications?			
	3						
SELLENG   Company   Comp	4			10. FULL DISCLOSURE BY			
	5			SELLERS			
	6			A. Other conditions or defects:			
Properties beyor should know about?	7	[] Yes [] No [	[] Don't know	*Are there any other existing material			
	8			defects affecting the property that a			
The foregoing answers and attached	9			prospective buyer should know about?			
	10			B. Verification:			
1	11			The foregoing answers and attached			
15	12			explanations (if any) are complete and			
1	13			correct to the best of my/our knowledge			
15	14			and I/we have received a copy hereof.			
18	15			I/we authorize all of my/our real estate			
Bayes	16			licensees, if any, to deliver a copy of			
DATE	17			this disclosure statement to other real			
DATE	18			• •			
NOTICE TO BUYER  SINFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE  OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE  IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS  INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF  REGISTERED SEX OFFENDERS.  II. BUYER'S ACKNOWLEDGMENT  A. Buyer bereby acknowledges that: Buyer has a duty to pay  diligent attention to any material defects that are known to  Buyer or can be known to Buyer by utilizing diligent  attention and observation.  The disclosures set forth in this statement and in any  amendments to this statement are made only by the Seller  and not by any real estate licensees or other party.  The disclosures are forth in this statement are lestate    C	19			buyers of the property.			
INFORMATION REGISTERED SEX OFFENDERS MAY BE   23	20	DATE	SELLER	SELLER			
OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE  15 INTERNOED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS  15 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF  26 REGISTERED SEX PIENDERS.  27  IL BUYER'S ACKNOWLEDGMENT  A Buyer hereby acknowledges that: Buyer has a duty to pay  diffigent attention to any material defects that are known to  130  130  140  150  150  150  150  150  150  15	21		NOTICE T	TO BUYER			
SINTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS	22	INFORMATION REGA	RDING REGISTE	ERED SEX OFFENDERS MAY BE			
INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.    Company	23	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE					
Second   S	24	IS INTENDED ONLY T	TO INFORM YOU	OF WHERE TO OBTAIN THIS			
Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.  B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other parry.  C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.  D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.  E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.  B. The disclosure only by the Seller attachments, if any) bearing Seller's signature.  B. The disclosure only by the Seller attention and observation.  B. The disclosure only by the Seller and not by any lead estate licensee or other parry.  C. Buyer acknowledges that liven this instatement and in any amendments to this statement are made only by the Seller and not by a manchments in formation in any amendments in this statement are made only by the Seller and not by a manchments in formation in any amendments in formation in formation and not be a part of the written agreement between the Buyer and Seller.  B. The includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.  B. DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY	25	INFORMATION AND I	IS NOT AN INDIC	CATION OF THE PRESENCE OF			
A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.  B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.  C. Buyer acknowledges that, pursuant to RCW 64-06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.  D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.  E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure Statement fellow) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.  H. A. Buyer has a duty to pay diligent translated and the top and dispersion and the subject has a duty to pay diligent translated at the known to any material defects that are known to Buyer has a duty to pay diligent translated at the known to any material defects that are known to Buyer has a duty to pay diligent translated in this statement are known to Buyer has a duty to pay diligent attention to any material defects that are known to Buyer has a duty to pay diligent attention to any material defects that are known to Buyer has a duty to pay diligent attention to any material defects that are known to Buyer has a duty to pay diligent attention and observation.  B. The disclosure statement and in any amendments to this statement including attachments, if any) bearing Seller's signature.  B. DISCLOSURES CONTAINED BY	26	REGISTERED SEX OF	FENDERS.				
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- 1 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
- 2 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
- 3 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
- 4 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
- 5 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
- 6 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 7 AGREEMENT.
- 8 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 9 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 10 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 12 (2) The seller disclosure statement shall be for disclosure only,
- 13 and shall not be considered part of any written agreement between the
- 14 buyer and seller of residential property. The seller disclosure
- 15 statement shall be only a disclosure made by the seller, and not any
- 16 real estate licensee involved in the transaction, and shall not be
- 17 construed as a warranty of any kind by the seller or any real estate
- 18 licensee involved in the transaction.

Passed by the Senate March 10, 2007.

Passed by the House April 4, 2007.

Approved by the Governor April 18, 2007.

Filed in Office of Secretary of State April 18, 2007.