HOUSE BILL 2410

State of Washington 62nd Legislature 2012 Regular Session

By Representatives Stanford, Tharinger, Lytton, Fitzgibbon, and Upthegrove Read first time 01/13/12. Referred to Committee on Business & Financial Services.

- AN ACT Relating to disclosure in real estate transactions of possible limits on reliance on permit exempt wells in future
- z possible limits on reliance on permit exempt wells in futur
- development; and amending RCW 64.06.015 and 64.06.013.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 Sec. 1. RCW 64.06.015 and 2011 c 200 s 3 are each amended to read 6 as follows:
- 7 (1) In a transaction for the sale of unimproved residential real
- 8 property, the seller shall, unless the buyer has expressly waived the
- 9 right to receive the disclosure statement under RCW 64.06.010, or
- 10 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
- 11 the buyer a completed seller disclosure statement in the following
- 12 format and that contains, at a minimum, the following information:
- 13 INSTRUCTIONS TO THE SELLER
- 14 Please complete the following form. Do not leave any spaces blank. If
- 15 the question clearly does not apply to the property write "NA." If the
- 16 answer is "yes" to any * items, please explain on attached sheets.
- 17 Please refer to the line number(s) of the question(s) when you provide
- 18 your explanation(s). For your protection you must date and sign each

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

34

1		I. SELL	ER'S DISCLOSURI	ES:					
2	*If you	*If you answer "Yes" to a question with an asterisk (*), please explain your answer							
3 4	and atta	and attach documents, if available and not otherwise publicly recorded. If							
-	necessa	ry, use an atta	iched 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 9	[] 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				(3) Lease or rental agreement					
13				(4) Life estate?					
14	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,					
15 16				boundary agreements, or boundary disputes?					
17	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement					
18				agreement for access to the property?					
19	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,					
20				easements, or access limitations that					
21				affect the Buyer's use of the property?					
22	[] Yes	[] No	[] Don't know	*F. Are there any written agreements					
23				for joint maintenance of an easement or					
24				right-of-way?					
25 26	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the					
27				property?					
28	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing					
29				assessments against the property?					
30	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,					
31				nonconforming uses, or any unusual					
32				restrictions on the property that affect					
33				future construction or remodeling?					
34	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the					
35				property?					
36	[] Yes	[] No	[] Don't know	*K. Are there any covenants,					
37 38				conditions, or restrictions recorded against title to the property?					
39				against the to the property.					
33				2. WATER					
40				A. Household Water					
41 42	[] Yes	[] No	[] Don't know	(1) Does the property have potable water supply?					
43				(2) If yes, the source of water for the					
44				property is:					
45				[] Private or publicly owned water					
46				system					

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1				[] Private well serving only the property
3				*[] Other water system
4	[]Yes	[] No	[] Don't know	*If shared, are there any written
5	[] 163	[]110	[] Don't know	agreements?
6	[] Yes	[] No	[] Don't know	*(3) Is there an easement (recorded or
7				unrecorded) for access to and/or
8				maintenance of the water source?
9 10	[] Yes	[] No	[] Don't know	*(4) Are there any problems or repairs needed?
11	[] Yes	[] No	[] Don't know	(5) Is there a connection or hook-up
12				charge payable before the property can
13				be connected to the water main?
14	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
15				water availability from the water
16				purveyor serving the property? (If yes,
17				please attach a copy.)
18	[] Yes	[] No	[] Don't know	(7) Is there a water right permit,
19 20				certificate, or claim associated with
21				household water supply for the property? (If yes, please attach a copy.)
22	[]Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
23	[]103	[]110	[] Don't know	certificate, or claim been assigned,
24				transferred, or changed?
25				*(b) If yes, has all or any portion of the
26				water right not been used for five or
27				more successive years?
28				
29	[] Yes	[] No	[] Don't know	(c) If no or don't know, ((is the water
30				withdrawn from the water source less
31				than 5,000 gallons a day?)) does or will
32				a well drawing less than 5,000 gallons
33 34				per day supply water to the property? (Cheek with county or city officials to
35				(Check with county or city officials to ensure that water is legally available for
36				a new well.)
37	[]Yes	[] No	[] Don't know	*(8) Are there any defects in the
38				operation of the water system (e.g.,
39				pipes, tank, pump, etc.)?
40				B. Irrigation Water
41	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights
42				for the property, such as a water right
43				permit, certificate, or claim? (If yes,
44				please attach a copy.)
45	[] Yes	[] No	[] Don't know	(a) If yes, has all or any portion of the
46				water right not been used for five or
47				more successive years?

1 2		[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit, certificate, or claim been assigned,
3					transferred, or changed?
4		[] Yes	[] No	[] Don't know	*(2) Does the property receive
5					irrigation water from a ditch company,
6					irrigation district, or other entity? If so,
7					please identify the entity that supplies
8					irrigation water to the property:
9		[] Yes	[] <u>No</u>	[] Don't know	*(3) Does or will the property receive
10					irrigation water from a well to irrigate a
11					lawn or noncommercial garden of less
12					than one-half acre in size? (Check with
13					county or city officials to ensure that
14					water is legally available for a new
15					well.)
16					
17					C. Outdoor Sprinkler System
18		[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system
19		[] 103	[]110	[] Don't know	for the property?
20		[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in the
21					system?
22		[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
23					connected to irrigation water?
24					3 SEWER/SEPTIC SYSTEM
					3. SEWER/SEPTIC SYSTEM
25					A. The property is served by:
25 26					A. The property is served by: [] Public sewer system
25 26 27					A. The property is served by: [] Public sewer system [] On-site sewage system (including
25 26 27 28					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other
25 26 27 28 29					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25 26 27 28 29 30					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please
25 26 27 28 29 30 31					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25 26 27 28 29 30					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please
25 26 27 28 29 30 31		[] Yes	[]No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:
25 26 27 28 29 30 31 32		[]Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:
25 26 27 28 29 30 31 32		[]Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any
25 26 27 28 29 30 31 32 33		[]Yes	[]No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in
25 26 27 28 29 30 31 32 33 34		[] Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your
25 26 27 28 29 30 31 32 33 34 35 36		[] Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage
25 26 27 28 29 30 31 32 33 34 35 36		[]Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
25 26 27 28 29 30 31 32 33 34 35 36 37		[] Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an
25 26 27 28 29 30 31 32 33 34 35 36 37 38					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system:
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40		[]Yes	[]No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41					A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction? *(2) Was it approved by the local
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43		[]Yes	[]No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction? *(2) Was it approved by the local health department or district following
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44		[] Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction? *(2) Was it approved by the local health department or district following its construction?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43		[]Yes	[]No	[] Don't know	A. The property is served by: [] Public sewer system [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe: B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? C. If the property is connected to an on-site sewage system: *(1) Was a permit issued for its construction? *(2) Was it approved by the local health department or district following

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1	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity system?
3	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or repairs to the on-site sewage system?
5 6 7	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?
8				If no, please explain:
9	[] Vas	[] No	[] Don't Imorr	*(7) Does the on site servers system
11	[] Yes	[] No	[] Don't know	*(7) Does the on-site sewage system require monitoring and maintenance
12				services more frequently than once a
13				year?
14				
15				4. ELECTRICAL/GAS
16 17	[] Yes	[] No	[] Don't know	A. Is the property served by natural gas?
18	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
19	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
20 21	[] Yes	[] No	[] Don't know	D. Is there a connection charge for electricity?
22 23	[] Yes	[] No	[] Don't know	*E. Are there any electrical problems on the property?
24				
25				
23				5. FLOODING
26	[] Yes	[] No	[] Don't know	A. Is the property located in a
27 28				government designated flood zone or
29				floodplain?
29				6. SOIL STABILITY
30	[] Yes	[] No	[] Don't know	*A. Are there any settlement, earth
31 32				movement, slides, or similar soil
				problems on the property?
33				
34				7. ENVIRONMENTAL
35	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
36				standing water, or drainage problems on
37				the property that affect the property or
38	£3.87	£ 2.27	615 H	access to the property?
39 40	[] Yes	[] No	[] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill
41				material?
42	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
43	.,			property from fire, wind, floods, beach
44				movements, earthquake, expansive
45				soils, or landslides?

1 2	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the
3				property?
4	[] Yes	[] No	[] Don't know	*E. Are there any substances,
5				materials, or products in or on the
6				property that may be environmental
7				concerns, such as asbestos,
8				formaldehyde, radon gas, lead-based
9				paint, fuel or chemical storage tanks, or
10				contaminated soil or water?
11	[] Yes	[] No	[] Don't know	*F. Has the property been used for
12				commercial or industrial purposes?
13	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
14				contamination?
15	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
16				other electrical utility equipment
17				installed, maintained, or buried on the
18				property that do not provide utility
19				service to the structures on the
20				property?
21	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
22				legal or illegal dumping site?
23	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
24				illegal drug manufacturing site?
25	[] Yes	[] No	[] Don't know	*K. Are there any radio towers that
26				cause interference with cellular
27				telephone reception?
28				0 HOMEOWNEDS!
29				8. HOMEOWNERS' ASSOCIATION/COMMON
30				INTERESTS
2.1	£3.87	FIN	DD M	
31 32	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association? Name of association and contact
33				information for an officer, director,
34				employee, or other authorized agent, if
35				any, who may provide the association's
36				financial statements, minutes, bylaws,
37				fining policy, and other information that
38				is not publicly available:
39				
40	[] Yes	[] No	[] Don't know	B. Are there regular periodic
41	[] Tes	[]100	[] Don't know	assessments:
42				\$ per [] Month [] Year
43				[] Other
44	[] Yes	[] No	[] Don't know	*C. Are there any pending special
45				assessments?

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1 2 3 4 5 6 7	[] Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas coowned in undivided interest with others)?
9 10 11	[]Yes	[] No	[] Don't know	9. OTHER FACTS*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?
13 14 15 16	[]Yes	[] No	[] Don't know	*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?
18 19 20	[] Yes	[] No	[] Don't know	*C. Is the property classified or designated as forest land or open space?
21 22	[] Yes	[] No	[] Don't know	D. Do you have a forest management plan? If yes, attach.
23 24 25 26 27	[] Yes	[] No	[] Don't know	*E. Have any development-related permit applications been submitted to any government agencies?
28				status or outcome of those applications?
30 31 32 33 34	[] Yes	[]No	[] Don't know	F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?
36 37				10. FULL DISCLOSURE BY
38				SELLERS A. Other conditions or defects:
39 40 41 42	[] Yes	[] No	[] Don't know	*Are there any other existing material defects affecting the property that a prospective buyer should know about? B. Verification:

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),
26	real estate licensees are not liable for inaccurate information
27	provided by Seller, except to the extent that real estate
28	licensees know of such inaccurate information.
29	
30	
31	be a part of the written agreement between the Buyer and 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.

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

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- 1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 2 AGREEMENT.
- 3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 7 (2) The seller disclosure statement shall be for disclosure only,
- 8 and shall not be considered part of any written agreement between the
- 9 buyer and seller of residential property. The seller disclosure
- 10 statement shall be only a disclosure made by the seller, and not any
- 11 real estate licensee involved in the transaction, and shall not be
- 12 construed as a warranty of any kind by the seller or any real estate
- 13 licensee involved in the transaction.
- 14 Sec. 2. RCW 64.06.013 and 2010 c 64 s 3 are each amended to read
- 15 as follows:
- 16 (1) In a transaction for the sale of commercial real estate, the
- 17 seller shall, unless the buyer has expressly waived the right to
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- 17 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 18 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 19 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 20 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 21 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 22 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR
- WARRANTIES.
- 24 Seller . . . is/ . . . is not occupying the property.

25	I. SELLER'S DISCLOSURES:					
26 27 28	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.					
29				1. TITLE AND LEGAL		
30 31	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property? If no, please explain.		
32 33	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following?		
34				(1) First right of refusal		
35				(2) Option		
36				(3) Lease or rental agreement		
37				(4) Life estate?		

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1 2	[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary
3				disputes?
4	[] Yes	[] No	[] Don't know	*D. Is there any leased parking?
5 6	[] Yes	[] No	[] Don't know	*E. Is there a private road or easement agreement for access to the property?
7	[] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,
8				easements, shared use agreements, or
9				access limitations?
10	[] Yes	[] No	[] Don't know	*G. Are there any written agreements
11				for joint maintenance of an easement or
	£1.37	r i Ni	CID 141	right-of-way?
13 14	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations or nonconforming uses?
15	[]Yes	[] No	[] Don't know	*I. Is there a survey for the property?
16 17	[] Yes	[] No	[] Don't know	*J. Are there any legal actions pending or threatened that affect the property?
18	[] Yes	[] No	[] Don't know	*K. Is the property in compliance with
19				the Americans with Disabilities Act?
20				2. WATER
21	[] Yes	[] No	[] Don't know	A. Are there any water rights for the
22				property, such as a water right permit,
23 24				certificate, or claim? If yes, please attach a copy.
25	[] Vas	LING	[1 Don't Imov	
26	[] Yes	[] No	[] Don't know	B. Does or will the property receive irrigation water from a well to irrigate a
27				lawn or noncommercial garden of less
28				than one-half acre in size? (Check with
29				county or city officials to ensure that
30				water is legally available for a new
31				well.)
32	[] Yes	[] No	[] Don't know	C. If the property is unimproved but
33				intended for commercial or industrial
34				improvement, and not served by a public
35 36				water system, are there any water right
37				for the property, such as a water right permit, certificate, or claim? If yes,
38				please attach a copy.
39	[] Yes	[] No	[] Don't know	D. If no or don't know, does or will a
40	1,100	1,110	112220000	well drawing less than 5,000 gallons per
41				day supply water to the property?
42				(Check with county or city officials to
43				ensure that water is legally available for
44				a new well.)
45				3. SEWER/ON-SITE SEWAGE
46				SYSTEM

1 2 3 4 5	Į.] Yes	[] No	[] Don't know	*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
6					4. STRUCTURAL
7 8	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last five years?
9 10 11	I] Yes	[] No	[] Don't know	*B. Has any occupied subsurface flooded or leaked within the last five years?
12 13	Į] Yes	[] No	[] Don't know	*C. Have there been any conversions, additions, or remodeling?
14 15	ĵ] Yes	[] No	[] Don't know	*(1) If yes, were all building permits obtained?
16 17	ן] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections obtained?
18 19 20	ן] Yes	[] No	[] Don't know	*D. Has there been any settling, slippage, or sliding of the property or its improvements?
21 22 23]] Yes	[] No	[] Don't know	*E. Are there any defects with the following: (If yes, please check applicable items and explain.)
24			□ Foundati	ons	□ Slab Floors
25			□ Doors		□ Outbuildings
26			□ Ceilings		□ Exterior Walls
27			□ Sidewalk	īs	□ Siding
28			□ Other		
29			□ Interior V	Walls	
30			□ Windows	S	
31					5. SYSTEMS AND FIXTURES
32 33	Į] Yes	[] No	[] Don't know	* Are there any defects in the following systems? If yes, please explain.
34]] Yes	[] No	[] Don't know	(1) Electrical system
35]] Yes	[] No	[] Don't know	(2) Plumbing system
36]] Yes	[] No	[] Don't know	(3) Heating and cooling systems
37]] Yes	[] No	[] Don't know	(4) Fire and security system
38					6. ENVIRONMENTAL
39 40 41 42	Į.] Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
43] Yes	[] No	[] Don't know	*B. Is there any material damage to the
44					property from fire, wind, floods, beach
45 46					movements, earthquake, expansive soils, or landslides?

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1 2 3	[] Yes	[] No	[] Don't know	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
4 5 6	[] Yes	[] No	[] Don't know	*D. Are there any substances, materials, or products in or on the property that may be environmental
7				concerns, such as asbestos, formaldehyde, radon gas, lead-based
9 10				paint, fuel or chemical storage tanks, or contaminated soil or water?
11 12	[] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater contamination?
13 14	[] Yes	[] No	[] Don't know	*F. Has the property been used as a legal or illegal dumping site?
15 16	[]Yes	[] No	[] Don't know	*G. Has the property been used as an illegal drug manufacturing site?
				megai drug manuracturing site:
17 18				7. FULL DISCLOSURE BY SELLERS
19				A. Other conditions or defects:
20	[]Yes	[] No	[] Don't know	*Are there any other existing material
21				defects affecting the property that a
22				prospective buyer should know about?
23				B. Verification:
24				The foregoing answers and attached
25				explanations (if any) are complete and
26				correct to the best of my/our knowledge
27				and I/we have received a copy hereof.
28				I/we authorize all of my/our real estate
29				licensees, if any, to deliver a copy of
30				this disclosure statement to other real
31				estate licensees and all prospective
32				buyers of the property.
33	DATE .		SELLER	SELLER
34			NOTICE 7	TO BUYER
35	INFORM	IATION RE	GARDING REGISTE	RED SEX OFFENDERS MAY BE
36				RCEMENT AGENCIES. THIS NOTICE
37	IS INTE	NDED ONL	Y TO INFORM YOU	OF WHERE TO OBTAIN THIS
38	INFORM	IATION AN	ID IS NOT AN INDIC	CATION OF THE PRESENCE OF
39	REGISTI	ERED SEX	OFFENDERS.	
40		II. BUY	ER'S ACKNOWLEI	OGMENT
41		A.		owledges that: Buyer has a duty to pay
42		•••		any material defects that are known to
43			-	own to Buyer by utilizing diligent
44			attention and observ	

1	B. The disclosures set forth in this statement and in any
2	amendments to this statement are made only by the Seller
3	and not by any real estate licensee or other party.
4	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
5 6	real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate
7	licensees know of such inaccurate information.
8	D. This information is for disclosure only and is not intended to
9	be a part of the written agreement between the Buyer and
10	Seller.
11	E. Buyer (which term includes all persons signing the "Buyer's
12	acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including
14	attachments, if any) bearing Seller's signature.
15	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
16	
17	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
18	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
19	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
20	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
21	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
22	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
23	AGREEMENT.
24	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
25	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
26	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
27	DATE BUYER BUYER
28	(2) The seller disclosure statement shall be for disclosure only,
29	and shall not be considered part of any written agreement between the
30	buyer and seller of residential property. The seller disclosure
31	statement shall be only a disclosure made by the seller, and not any
32	real estate licensee involved in the transaction, and shall not be
33	construed as a warranty of any kind by the seller or any real estate
34	licensee involved in the transaction.

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