

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1506

62nd Legislature
2011 Regular Session

Passed by the House April 13, 2011
Yeas 96 Nays 0

Speaker of the House of Representatives

Passed by the Senate April 7, 2011
Yeas 45 Nays 3

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1506** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 1506

AS AMENDED BY THE SENATE

Passed Legislature - 2011 Regular Session

State of Washington **62nd Legislature** **2011 Regular Session**

By House Judiciary (originally sponsored by Representatives Chandler, Takko, and Johnson)

READ FIRST TIME 02/15/11.

1 AN ACT Relating to fire suppression efforts and capabilities on
2 unprotected land outside a fire protection jurisdiction; reenacting and
3 amending RCW 64.06.015 and 64.06.020; adding a new section to chapter
4 52.12 RCW; and adding a new section to chapter 4.24 RCW.

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

6 NEW SECTION. **Sec. 1.** A new section is added to chapter 52.12 RCW
7 to read as follows:

8 (1) The definitions in this section apply throughout this section
9 and section 2 of this act unless the context clearly requires
10 otherwise.

11 (a) "Fire protection service agency" or "agency" means any local,
12 state, or federal governmental entity responsible for the provision of
13 firefighting services, including fire protection districts, regional
14 fire protection service authorities, cities, towns, port districts, the
15 department of natural resources, and federal reservations.

16 (b) "Fire protection jurisdiction" means an area or property
17 located within a fire protection district, a regional fire protection
18 service authority, a city, a town, a port district, lands protected by

1 the department of natural resources under chapter 76.04 RCW, or on
2 federal lands.

3 (c) "Firefighting services" means the provision of fire prevention
4 services, fire suppression services, emergency medical services, and
5 other services related to the protection of life and property.

6 (d) "Improved property" means property upon which a structure is
7 located, but does not include roads, bridges, land devoted primarily to
8 growing and harvesting timber, or land devoted primarily to the
9 production of livestock or agricultural commodities for commercial
10 purposes.

11 (e) "Property" means land, structures, or land and structures.

12 (f) "Unimproved property" has the same meaning as "unimproved
13 lands" in RCW 76.04.005.

14 (g) "Unprotected land" means improved property located outside a
15 fire protection jurisdiction.

16 (2)(a) In order to facilitate the provision of firefighting
17 services to unprotected lands, property owners of unprotected lands are
18 encouraged, to the extent practicable, to form or annex into a fire
19 protection jurisdiction or to enter into a written contractual
20 agreement with a fire protection service agency or agencies for the
21 provision of firefighting services. Any written contractual agreement
22 between a property owner and a fire protection service agency must
23 include, at minimum, a risk assessment of the property as well as a
24 capabilities assessment for the district.

25 (b) Property owners of unprotected land who choose not to form or
26 annex into a fire protection jurisdiction or to enter into a written
27 contractual agreement with a fire protection agency or agencies for the
28 provision of firefighting services, do so willingly and with full
29 knowledge that a fire protection service agency is not obligated to
30 provide firefighting services to unprotected land.

31 (3) In the absence of a written contractual agreement, a fire
32 protection service agency may initiate firefighting services on
33 unprotected land outside its fire protection jurisdiction in the
34 following instances: (a) Service was specifically requested by a
35 landowner or other fire service protection agency; (b) service could
36 reasonably be believed to prevent the spread of a fire onto lands
37 protected by the agency; or (c) service could reasonably be believed to

1 substantially mitigate the risk of harm to life or property by
2 preventing the spread of a fire onto other unprotected lands.

3 (4)(a) The property owner or owners shall reimburse an agency
4 initiating firefighting services on unprotected land outside its fire
5 protection jurisdiction for actual costs that are incurred that are
6 proportionate to the fire itself. Cost recovery is based upon the
7 Washington fire chiefs standardized fire service fee schedule.

8 (b) If a property owner fails to pay or defaults in payment to an
9 agency for services rendered, the agency is entitled to pursue payment
10 through the collections process outlined in RCW 19.16.500 or through
11 initiation of court action.

12 NEW SECTION. **Sec. 2.** A new section is added to chapter 4.24 RCW
13 to read as follows:

14 Any fire service protection agency, as well as the firefighters
15 therein, whether volunteer or paid, which takes part in firefighting
16 efforts outside its jurisdiction or provides emergency care, rescue,
17 assistance, or recovery services at the scene of an emergency, is not
18 liable for civil damages resulting from any act or omission in the
19 rendering of such services, other than acts or omissions constituting
20 gross negligence or willful or wanton misconduct.

21 **Sec. 3.** RCW 64.06.015 and 2009 c 505 s 2 and 2009 c 130 s 1 are
22 each reenacted and amended to read as follows:

23 (1) In a transaction for the sale of unimproved residential real
24 property, the seller shall, unless the buyer has expressly waived the
25 right to receive the disclosure statement under RCW 64.06.010, or
26 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
27 the buyer a completed seller disclosure statement in the following
28 format and that contains, at a minimum, the following information:

29 INSTRUCTIONS TO THE SELLER

30 Please complete the following form. Do not leave any spaces blank. If
31 the question clearly does not apply to the property write "NA." If the
32 answer is "yes" to any * items, please explain on attached sheets.
33 Please refer to the line number(s) of the question(s) when you provide
34 your explanation(s). For your protection you must date and sign each
35 page of this disclosure statement and each attachment. Delivery of the

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

4 NOTICE TO THE BUYER

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

8 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
9 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
10 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
11 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
12 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
13 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
14 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
15 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
16 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
17 THE TIME YOU ENTER INTO A SALE AGREEMENT.

18 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
19 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
20 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
21 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

22 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
23 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
24 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
25 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
26 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
27 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
28 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
29 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
30 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
31 WARRANTIES.

32 Seller is/ is not occupying the property.

33

I. SELLER'S DISCLOSURES:

1 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
2 and attach documents, if available and not otherwise publicly recorded. If
3 necessary, use an attached sheet.

4 **1. TITLE**

- 5 Yes No Don't know A. Do you have legal authority to sell
6 the property? If no, please explain.
- 7 Yes No Don't know *B. Is title to the property subject to
8 any of the following?
9 (1) First right of refusal
10 (2) Option
11 (3) Lease or rental agreement
12 (4) Life estate?
- 13 Yes No Don't know *C. Are there any encroachments,
14 boundary agreements, or boundary
15 disputes?
- 16 Yes No Don't know *D. Is there a private road or easement
17 agreement for access to the property?
- 18 Yes No Don't know *E. Are there any rights-of-way,
19 easements, or access limitations that
20 affect the Buyer's use of the property?
- 21 Yes No Don't know *F. Are there any written agreements
22 for joint maintenance of an easement or
23 right-of-way?
- 24 Yes No Don't know *G. Is there any study, survey project,
25 or notice that would adversely affect the
26 property?
- 27 Yes No Don't know *H. Are there any pending or existing
28 assessments against the property?
- 29 Yes No Don't know *I. Are there any zoning violations,
30 nonconforming uses, or any unusual
31 restrictions on the property that affect
32 future construction or remodeling?
- 33 Yes No Don't know *J. Is there a boundary survey for the
34 property?
- 35 Yes No Don't know *K. Are there any covenants,
36 conditions, or restrictions recorded
37 against title to the property?

38 **2. WATER**

- 39 A. Household Water
- 40 Yes No Don't know (1) Does the property have potable
41 water supply?
42 (2) If yes, the source of water for the
43 property is:
44 Private or publicly owned water
45 system

1				<input type="checkbox"/> Private well serving only the
2				property
3				<input type="checkbox"/> Other water system
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
5				agreements?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or
7				unrecorded) for access to and/or
8				maintenance of the water source?
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any problems or repairs
10				needed?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit,
19				certificate, or claim associated with
20				household water supply for the
21				property? (If yes, please attach a copy.)
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit,
23				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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(8) Are there any defects in the
33				operation of the water system (e.g.,
34				pipes, tank, pump, etc.)?
35				B. Irrigation Water
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights
37				for the property, such as a water right
38				permit, certificate, or claim? (If yes,
39				please attach a copy.)
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has all or any portion of the
41				water right not been used for five or
42				more successive years?
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit,
44				certificate, or claim been assigned,
45				transferred, or changed?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Does the property receive
2				irrigation water from a ditch company,
3				irrigation district, or other entity? If so,
4				please identify the entity that supplies
5				irrigation water to the property:
6				.....
7				C. Outdoor Sprinkler System
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system
9				for the property?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) If yes, are there any defects in the
11				system?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) If yes, is the sprinkler system
13				connected to irrigation water?
14				3. SEWER/SEPTIC SYSTEM
15				A. The property is served by:
16				<input type="checkbox"/> Public sewer system
17				<input type="checkbox"/> On-site sewage system (including
18				pipes, tanks, drainfields, and all other
19				component parts)
20				<input type="checkbox"/> Other disposal system, please
21				describe:
22				.....
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property subject to any
24				sewage system fees or charges in
25				addition to those covered in your
26				regularly billed sewer or on-site sewage
27				system maintenance service?
28				C. If the property is connected to an
29				on-site sewage system:
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (1) Was a permit issued for its
31				construction?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Was it approved by the local
33				health department or district following
34				its construction?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized
36				system?
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity
38				system?
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Have there been any changes or
40				repairs to the on-site sewage system?
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system,
42				including the drainfield, located entirely
43				within the boundaries of the property?
44				If no, please explain:
45				.....

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (7) Does the on-site sewage system
2							require monitoring and maintenance
3							services more frequently than once a
4							year?
5							.....
6							4. ELECTRICAL/GAS
7	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is the property served by natural
8							gas?
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Is there a connection charge for gas?
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Is the property served by electricity?
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Is there a connection charge for
12							electricity?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any electrical problems
14							on the property?
15							.....
16							5. FLOODING
17	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is the property located in a
18							government designated flood zone or
19							floodplain?
20							6. SOIL STABILITY
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Are there any settlement, earth
22							movement, slides, or similar soil
23							problems on the property?
24							.....
25							7. ENVIRONMENTAL
26	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Have there been any flooding,
27							standing water, or drainage problems on
28							the property that affect the property or
29							access to the property?
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Does any part of the property
31							contain fill dirt, waste, or other fill
32							material?
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Is there any material damage to the
34							property from fire, wind, floods, beach
35							movements, earthquake, expansive
36							soils, or landslides?
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Are there any shorelines, wetlands,
38							floodplains, or critical areas on the
39							property?
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
41							materials, or products in or on the
42							property that may be environmental
43							concerns, such as asbestos,
44							formaldehyde, radon gas, lead-based
45							paint, fuel or chemical storage tanks, or
46							contaminated soil or water?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
2				commercial or industrial purposes?
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater
4				contamination?
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles or
6				other electrical utility equipment
7				installed, maintained, or buried on the
8				property that do not provide utility
9				service to the structures on the
10				property?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
12				legal or illegal dumping site?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
14				illegal drug manufacturing site?
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers that
16				cause interference with cellular
17				telephone reception?
18				8. HOMEOWNERS'
19				ASSOCIATION/COMMON
20				INTERESTS
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a homeowners' association?
22				Name of association and contact
23				information for an officer, director,
24				employee, or other authorized agent, if
25				any, who may provide the association's
26				financial statements, minutes, bylaws,
27				fining policy, and other information that
28				is not publicly available:
29				.....
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic
31				assessments:
32				\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
33				<input type="checkbox"/> Other
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special
35				assessments?
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common
37				areas" or any joint maintenance
38				agreements (facilities such as walls,
39				fences, landscaping, pools, tennis
40				courts, walkways, or other areas co-
41				owned in undivided interest with
42				others)?
43				9. OTHER FACTS
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Are there any disagreements,
45				disputes, encroachments, or legal
46				actions concerning the property?

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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?

Yes No Don't know

*C. Is the property classified or designated as forest land or open space?
.....

Yes No Don't know

D. Do you have a forest management plan? If yes, attach.

Yes No Don't know

*E. Have any development-related permit applications been submitted to any government agencies?
.....

If the answer to E is "yes," what is the status or outcome of those applications?
.....

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?
.....

10. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know

*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO BUYER

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
2 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
3 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
4 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 B. The disclosures set forth in this statement and in any
12 amendments to this statement are made only by the Seller
13 and 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 be a part of the written agreement between the Buyer and
20 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.
37 DATE BUYER BUYER

38 (2) The seller disclosure statement shall be for disclosure only,
39 and shall not be considered part of any written agreement between the
40 buyer and seller of residential property. The seller disclosure
41 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 **Sec. 4.** RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are
5 each reenacted and amended to read as follows:

6 (1) In a transaction for the sale of improved residential real
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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.

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I. SELLER'S DISCLOSURES:

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.

I. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Is there a private road or easement agreement for access to the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *F. Are there any written agreements for joint maintenance of an easement or right-of-way? |

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any study, survey project,
2				or notice that would adversely affect the
3				property?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there any pending or existing
5				assessments against the property?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Are there any zoning violations,
7				nonconforming uses, or any unusual
8				restrictions on the property that would
9				affect future construction or
10				remodeling?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Is there a boundary survey for the
12				property?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any covenants,
14				conditions, or restrictions recorded
15				against the property?
16				2. WATER
17				A. Household Water
18				(1) The source of water for the
19				property is:
20				<input type="checkbox"/> Private or publicly owned water
21				system
22				<input type="checkbox"/> Private well serving only the
23				subject property
24				* <input type="checkbox"/> Other water system
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
26				agreements?
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Is there an easement (recorded
28				or unrecorded) for access to and/or
29				maintenance of the water source?
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any problems or
31				repairs needed?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) During your ownership, has the
33				source provided an adequate
34				year-round supply of potable
35				water? If no, please explain.
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Are there any water treatment
37				systems for the property? If yes,
38				are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(6) Are there any water rights for
40				the property associated with its
41				domestic water supply, such as a
42				water right permit, certificate, or
43				claim?
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right
45				permit, certificate, or claim been
46				assigned, transferred, or changed?

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Yes No Don't know

.....
* (b) If yes, has all or any portion of the water right not been used for five or more successive years?

* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?
.....

B. Irrigation Water

Yes No Don't know

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

Yes No Don't know

* (a) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes No Don't know

* (b) If so, is the certificate available? (If yes, please attach a copy.)

Yes No Don't know

* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
.....

Yes No 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:
.....

C. Outdoor Sprinkler System

Yes No Don't know

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

Yes No Don't know

* (2) If yes, are there any defects in the system?

Yes No Don't know

* (3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/ON-SITE SEWAGE SYSTEM

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:
.....

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. If public sewer system service is
2				available to the property, is the house
3				connected to the sewer main? If no,
4				please explain.
5				.....
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is the property subject to any
7				sewage system fees or charges in
8				addition to those covered in your
9				regularly billed sewer or on-site sewage
10				system maintenance service?
11				D. If the property is connected to an
12				on-site sewage system:
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its
14				construction, and was it approved
15				by the local health department or
16				district following its construction?
17				(2) When was it last pumped ?
18				.....
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any defects in the
20				operation of the on-site sewage
21				system?
22			<input type="checkbox"/> Don't know	(4) When was it last inspected?
23				.....
24				By whom:
25			<input type="checkbox"/> Don't know	(5) For how many bedrooms was
26				the on-site sewage system
27				approved?
28				..... bedrooms
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	E. Are all plumbing fixtures, including
30				laundry drain, connected to the
31				sewer/on-site sewage system? If no,
32				please explain:
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Have there been any changes or
34				repairs to the on-site sewage system?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	G. Is the on-site sewage system,
36				including the drainfield, located entirely
37				within the boundaries of the property?
38				If no, please explain.
39				.....
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Does the on-site sewage system
41				require monitoring and maintenance
42				services more frequently than once a
43				year?
44				.....

1 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
2 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
3 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
4 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
5 5. SYSTEMS AND FIXTURES
6

7 **4. STRUCTURAL**

- 8 Yes No Don't know *A. Has the roof leaked within the last
9 five years?
10 Yes No Don't know *B. Has the basement flooded or
11 leaked?
12 Yes No Don't know *C. Have there been any conversions,
13 additions, or remodeling?
14 Yes No Don't know *(1) If yes, were all building
15 permits obtained?
16 Yes No Don't know *(2) If yes, were all final
17 inspections obtained?
18 Yes No Don't know D. Do you know the age of the house?
19 If yes, year of original construction:
20
21 Yes No Don't know *E. Has there been any settling,
22 slippage, or sliding of the property or its
23 improvements?
24 Yes No Don't know *F. Are there any defects with the
25 following: (If yes, please check
26 applicable items and explain.)

- | | | |
|--|---|---|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding |
| <input type="checkbox"/> Other | <input type="checkbox"/> Wood Stoves | |

- 34 Yes No Don't know *G. Was a structural pest or "whole
35 house" inspection done? If yes, when
36 and by whom was the inspection
37 completed?
- 38 Yes No Don't know H. During your ownership, has the
39 property had any wood destroying
40 organism or pest infestation?
- 41 Yes No Don't know I. Is the attic insulated?
- 42 Yes No Don't know J. Is the basement insulated?

43 **5. SYSTEMS AND FIXTURES**

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*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Electrical system, including wiring, switches, outlets, and service |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Plumbing system, including pipes, faucets, fixtures, and toilets |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Hot water tank |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Garbage disposal |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Appliances |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Sump pump |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Heating and cooling systems |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system
<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Other |

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Tanks (type): |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Satellite dish |
| | | | Other: |

*C. Are any of the following kinds of wood burning appliances present at the property?

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (1) Woodstove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (2) Fireplace insert? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (3) Pellet stove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (4) Fireplace? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? |

Yes No Don't know D. 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?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

1 Yes No Don't know A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
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11 Yes No Don't know B. Are there regular periodic assessments:
12
13 \$ per Month Year
14 Other

15 Yes No Don't know *C. Are there any pending special assessments?
16

17 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 co-owned in undivided interest with others)?
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7. ENVIRONMENTAL

25 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?
26
27
28

29 Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?
30
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32 Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
33
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36 Yes No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
37
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39 Yes No Don't know *E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
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46 Yes No Don't know *F. Has the property been used for commercial or industrial purposes?
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1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any soil or groundwater contamination?
2							
3	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
4							
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9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Has the property been used as a legal or illegal dumping site?
10							
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Has the property been used as an illegal drug manufacturing site?
12							
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?
14							
15							

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:
21							
22							
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Did any previous owner make any alterations to the home?
24							
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. If alterations were made, were permits or variances for these alterations obtained?
26							
27							

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:
 Yes No Don't know *Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:
The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO THE BUYER

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
2 BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
3 NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
4 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 B. The disclosures set forth in this statement and in any
12 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 be a part of the written agreement between the Buyer and
20 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.
37 DATE BUYER BUYER

38 (2) If the disclosure statement is being completed for new
39 construction which has never been occupied, the disclosure statement is
40 not required to contain and the seller is not required to complete the

1 questions listed in item 4. Structural or item 5. Systems and
2 Fixtures.

3 (3) The seller disclosure statement shall be for disclosure only,
4 and shall not be considered part of any written agreement between the
5 buyer and seller of residential property. The seller disclosure
6 statement shall be only a disclosure made by the seller, and not any
7 real estate licensee involved in the transaction, and shall not be
8 construed as a warranty of any kind by the seller or any real estate
9 licensee involved in the transaction.

--- END ---