SENATE BILL 6472

·____·

State of Washington 62nd Legislature 2012 Regular Session

By Senators Harper, Honeyford, Kline, and Shin

Read first time 01/25/12. Referred to Committee on Financial Institutions, Housing & Insurance.

- 1 AN ACT Relating to disclosure of carbon monoxide alarms in real
- 2 estate transactions; amending RCW 64.06.020, 64.06.013, and 19.27.530;
- 3 and creating new sections.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 NEW SECTION. Sec. 1. The legislature finds that the state
- 6 building code council has adopted rules relating to laws on
- 7 installation of carbon monoxide alarms in homes and buildings. The
- 8 legislature finds that amending the state's real estate seller
- 9 disclosure forms and ensuring that the responsibility for carbon
- 10 monoxide alarms is that of the seller, will aid in implementing this
- 11 law.
- 12 Sec. 2. RCW 64.06.020 and 2011 c 200 s 4 are each amended to read
- 13 as follows:
- 14 (1) In a transaction for the sale of improved residential real
- 15 property, the seller shall, unless the buyer has expressly waived the
- 16 right to receive the disclosure statement under RCW 64.06.010, or
- 17 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to

p. 1 SB 6472

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

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

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

p. 3 SB 6472

1	[]Yes	[] No	[] Don't know	*K. Are there any covenants,
2	[] Tes	[]140	[] Doll t know	conditions, or restrictions recorded
3				against the property?
4				2. WATER
5				A. Household Water
6				(1) The source of water for the
7				property is:
8				[] Private or publicly owned water
9				system
10				[] Private well serving only the
11				subject property
12				*[] Other water system
13	[] Yes	[] No	[] Don't know	*If shared, are there any written
14				agreements?
15	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
16				or unrecorded) for access to and/or
17				maintenance of the water source?
18	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
19				repairs needed?
20	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
21 22				source provided an adequate year-round supply of potable
23				water? If no, please explain.
24	[]Yes	[] No	[] Don't know	*(5) Are there any water treatment
25	[] 103	[]110	[] Don't know	systems for the property? If yes,
26				are they []Leased []Owned
27	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
28				the property associated with its
29				domestic water supply, such as a
30				water right permit, certificate, or
31				claim?
32	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
33				permit, certificate, or claim been
34				assigned, transferred, or changed?
35				*(b) If yes, has all or any portion of
36 37				the water right not been used for
	£3.87	6337	DB 14	five or more successive years?
38 39	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the operation of the water system (e.g.
40				pipes, tank, pump, etc.)?
41				, pipes, tank, pamp, etc./.
42				
	[] [[] N	[] D	B. Irrigation Water
43 44	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights for the property, such as a
45				water right permit, certificate, or
46				claim?

- 1				
1	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of the water right not been used for
3				five or more successive years?
4	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
5				available? (If yes, please attach a
6				copy.)
7	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
8				permit, certificate, or claim been
9				assigned, transferred, or changed?
10				
11	[] Yes	[] No	[] Don't know	*(2) Does the property receive
12				irrigation water from a ditch
13				company, irrigation district, or
14				other entity? If so, please identify
15				the entity that supplies water to the
16				property:
17				
18				C. Outdoor Sprinkler System
19	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
20				system for the property?
21	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in
22				the system?
23	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
24				
				connected to irrigation water?
25				connected to irrigation water? 3. SEWER/ON-SITE SEWAGE
25 26				·
				3. SEWER/ON-SITE SEWAGE
26				3. SEWER/ON-SITE SEWAGE SYSTEM
26 27				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by:
26 27 28				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system,
26 27 28 29				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system, [] On-site sewage system (including
26 27 28 29 30 31 32				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
26 27 28 29 30 31 32				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)
26 27 28 29 30 31 32				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
26 27 28 29 30 31 32	[] Yes	[] No	[] Don't know	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:
26 27 28 29 30 31 32 33 34 35 36	[] Yes	[] No	[] Don't know	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: B. If public sewer system service is available to the property, is the house
26 27 28 29 30 31 32 33 34 35 36 37	[] Yes	[] No	[] Don't know	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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no,
26 27 28 29 30 31 32 33 34 35 36 37	[] Yes	[]No	[] Don't know	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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
26 27 28 29 30 31 32 33 34 35 36 37 38				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes		[] Don't know	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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. Is the property subject to any
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. Is the property subject to any sewage system fees or charges in
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. Is the property subject to any sewage system fees or charges in addition to those covered in your
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. 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
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. 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?
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain. *C. 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

p. 5 SB 6472

1 2	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
3				construction, and was it approved
4				by the local health department or
				district following its construction?
5 6				(2) When was it last pumped?
7	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
8				operation of the on-site sewage
9				system?
10			[] Don't know	(4) When was it last inspected?
11				
12				By whom:
13			[] Don't know	(5) For how many bedrooms was
14				the on-site sewage system
15				approved?
16				bedrooms
17	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
18	[] 103	[]110	[] Bont know	laundry drain, connected to the
19				sewer/on-site sewage system? If no,
20				please explain:
21	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
22	[] Tes	[]NO	[] Don't know	repairs to the on-site sewage system?
	£3.87	£3.37	615 H	
23	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
24				including the drainfield, located entirely
25 26				within the boundaries of the property?
27				If no, please explain.
28	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
29				require monitoring and maintenance
30				services more frequently than once a
31				year?
32				
33				PROPERTY DISCLOSURE
34				FOR NEW CONSTRUCTION WHICH
35				ELLER IS NOT REQUIRED TO
36				IN ITEM 4. STRUCTURAL OR ITEM
37	5. SYSTE	EMS AND F	IXTURES	
38				4. STRUCTURAL
39	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
40				five years?
41	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
42				leaked?
43	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
44				additions, or remodeling?
45	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
46				permits obtained?
				•

1 2	[] Yes	s	[] No	[] Don't l	know	-	were all final sobtained?
3 4	[] Yes	S	[] No	[] Don't l	know	-	w the age of the house?
5 6 7 8	[] Yes	S	[] No	[] Don't l	know	*E. Has there b	been any settling,
9 10 11	[]Yes	S	[] No	[] Don't]	know		nny defects with the yes, please check s and explain.)
12		□ Four	ndations		□ Decks		□ Exterior Walls
13		□ Chir	nnevs		□ Interior	Walls	□ Fire Alarm
14		□ Doo	-		□ Windov		□ Patio
15		□ Ceil:	ings		□ Slab Fl	oors	□ Driveways
16		□ Pool			□ Hot Tu		□ Sauna
17		□ Side			□ Outbuil		□ Fireplaces
18			age Floors		□ Walkw		□ Siding
19		□ Othe	-		□ Wood S	•	a a g
20 21	[] Yes	3	[] No	[] Don't l	know		structural pest or "whole ion done? If yes, when
22						-	m was the inspection
23						-	
24	[] Yes	S	[] No	[] Don't l	know	H. During you	r ownership, has the
25						property had an	y wood destroying
26						organism or pes	st infestation?
27	[] Yes	S	[] No	[] Don't l	know	I. Is the attic in	sulated?
28	[] Yes	S	[] No	[] Don't l	know	J. Is the basem	ent insulated?
29						5. SYSTEMS A	AND FIXTURES
30						*A. If any of t	he following systems or
31						-	luded with the transfer,
32						are there any de	efects? If yes, please
33						explain.	
34	[] Yes	S	[] No	[] Don't l	know		system, including
35 36						wiring, swi	itches, outlets, and
37	[]Yes		[] No	[] Don't l	marr		system, including pipes,
38	[] Tes	,	[]NO	[]Donti	KIIOW	-	stures, and toilets
39	[]Yes		[] No	[] Don't l	know	Hot water	
40	[] Yes		[] No	[] Don't l		Garbage of	
41	[] Yes		[] No	[] Don't l		Appliance	-
42	[] Yes		[] No	[] Don't l		Sump pur	
43	[] Yes		[] No	[] Don't l			and cooling systems
44	[] Yes		[] No	[] Don't l		Security s	• •
45	[] 100		. 11.0	LIDORTI		[] Owned	-
46							

p. 7 SB 6472

1					*B. If any of the following fixtures or
2					property is included with the transfer, are they leased? (If yes, please attach
4					copy of lease.)
5	[]	Yes [] No [] Don't know	Security system
6	[]	Yes [] No [] Don't know	Tanks (type):
7	[]	Yes [] No [] Don't know	Satellite dish
8					Other:
9					*C. Are any of the following kinds of
10					wood burning appliances present at the
11					property?
12	[]	Yes [] No [] Don't know	(1) Wood stove?
13	[]	Yes [] No [] Don't know	(2) Fireplace insert?
14	[]	Yes [] No [] Don't know	(3) Pellet stove?
15	П	Yes [] No [] Don't know	(4) Fireplace?
16	[]	Yes [] No [] Don't know	If yes, are all of the (1) wood
17					stoves or (2) fireplace inserts
18					certified by the U.S. Environmental
19					Protection Agency as clean burning
20					appliances to improve air quality
21					and public health?
22	[]	Yes [] No [] Don't know	D. Is the property located within a city, county, or district or within a
24					department of natural resources fire
25					protection zone that provides fire
26					protection services?
27	П	Yes [] No [] Don't know	E. Is the property equipped with carbon
28					monoxide alarms?
29	П	Yes [] No [] Don't know	F. Is the property equipped with smoke
30					alarms?
31					6. HOMEOWNERS'
32					ASSOCIATION/COMMON
33					INTERESTS
34	[]	Yes [] No [] Don't know	A. Is there a Homeowners'
35					Association? Name of Association and
36					contact information for an officer,
37					director, employee, or other authorized
38					agent, if any, who may provide the
39 40					association's financial statements, minutes, bylaws, fining policy, and other
41					information that is not publicly
42					available:
43					
44	[]	Yes [] No [] Don't know	B. Are there regular periodic
45					assessments:
46					\$ per [] Month [] Year
47					[] Other

1 2	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?
3 4 5	[] Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls,
6				fences, landscaping, pools, tennis
7				courts, walkways, or other areas co-
8				owned in undivided interest with
9				others)?
10				7. ENVIRONMENTAL
11	[]Yes	[] No	[] Don't know	*A. Have there been any flooding,
12				standing water, or drainage problems on
13				the property that affect the property or
14				access to the property?
15	[] Yes	[] No	[] Don't know	*B. Does any part of the property
16				contain fill dirt, waste, or other fill
17				material?
18	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
19				property from fire, wind, floods, beach
20				movements, earthquake, expansive
21				soils, or landslides?
22	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
23				floodplains, or critical areas on the
24				property?
25	[] Yes	[] No	[] Don't know	*E. Are there any substances,
26				materials, or products in or on the
27				property that may be environmental
28				concerns, such as asbestos,
29				formaldehyde, radon gas, lead-based
30				paint, fuel or chemical storage tanks, or
31				contaminated soil or water?
32	[] Yes	[] No	[] Don't know	*F. Has the property been used for commercial or industrial purposes?
34	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
35				contamination?
36	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
37				other electrical utility equipment
38 39				installed, maintained, or buried on the property that do not provide utility
40				service to the structures on the
41				property?
42	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
43	[]103	[]110	[] Don't know	legal or illegal dumping site?
44	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
45	[] Ies	[]INO	[] Don't know	illegal drug manufacturing site?
-5				

p. 9 SB 6472

1 2	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that cause interference with cellular
3				telephone reception?
4				8. MANUFACTURED AND
5				MOBILE HOMES
6				If the property includes a manufactured
7				or mobile home,
8	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
9 10				home? If yes, please describe the alterations:
	£1.37	E L N	ELD 141	
11 12	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any alterations to the home?
13	[] Vac	[]No	[] Don't Imou	*C. If alterations were made, were
14	[] Yes	[] No	[] Don't know	permits or variances for these alterations
15				obtained?
16				
17				9. FULL DISCLOSURE BY SELLERS
18				A. Other conditions or defects:
19	[] Yes	[] No	[] Don't know	*Are there any other existing material
20				defects affecting the property that a
21				prospective buyer should know about?
22				B. Verification:
23				The foregoing answers and attached
24				explanations (if any) are complete and
25				correct to the best of my/our knowledge
26				and I/we have received a copy hereof.
27				I/we authorize all of my/our real estate
28 29				licensees, if any, to deliver a copy of this disclosure statement to other real
30				estate licensees and all prospective
31				buyers of the property.
32				ouyers of the property.
34	DATE		SELLER	SELLER
33			NOTICE TO T	THE BUYER
34	INFORMAT	TION REG	ARDING REGISTER	ED SEX OFFENDERS MAY
35	BE OBTAIN	NED FROM	I LOCAL LAW ENF	ORCEMENT AGENCIES. THIS
36	NOTICE IS	INTENDE	D ONLY TO INFOR	M YOU OF WHERE TO OBTAIN
37				NDICATION OF THE PRESENCE OF
38	REGISTERI	ED SEX OI	FFENDERS.	
39		II. BUYI	ER'S ACKNOWLEI	OGMENT
40		A.	Buyer hereby acknowledge	owledges that: Buyer has a duty to pay
41			diligent attention to	any material defects that are known to
42			Buyer or can be kno	own to Buyer by utilizing diligent
43			attention and observ	vation.
44		B.	The disclosures set	forth in this statement and in any
45			amendments to this	statement are made only by the Seller and
46			not by any real esta-	te licensee or other party.

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

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

p. 11 SB 6472

RCW 64.06.013 and 2010 c 64 s 3 are each amended to read

37

38

Sec. 3.

as follows:

- (1) In a transaction for the sale of commercial real estate, 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:
- 7 INSTRUCTIONS TO THE SELLER
- 8 Please complete the following form. Do not leave any spaces blank. If
- 9 the question clearly does not apply to the property write "NA." If the
- 10 answer is "yes" to any * items, please explain on attached sheets.
- 11 Please refer to the line number(s) of the question(s) when you provide
- 12 your explanation(s). For your protection you must date and sign each
- 13 page of this disclosure statement and each attachment. Delivery of the
- 14 disclosure statement must occur not later than five business days,
- 15 unless otherwise agreed, after mutual acceptance of a written contract
- 16 to purchase between a buyer and a seller.
- 17 NOTICE TO THE BUYER
- 18 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 20 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 21 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 22 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 23 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 24 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 25 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 26 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 27 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 28 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 29 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 30 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 31 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 32 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 33 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 34 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 35 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 36 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 37 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT

- 1 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 2 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER 3 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 4 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 5 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 6 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR
- 7 WARRANTIES.
- 8 Seller . . . is/ . . . is not occupying the property.

9	I. SELLER'S DISCLOSURES:						
10	*	If you ans	wer "Yes" to	o a question with an a	asterisk (*), please explain your answer		
11	a	and attach documents, if available and not otherwise publicly recorded. If					
12	n	necessary, use an attached sheet.					
13					1. TITLE AND LEGAL		
14]] Yes	[] No	[] Don't know	A. Do you have legal authority to sell		
15					the property? If no, please explain.		
16]] Yes	[] No	[] Don't know	*B. Is title to the property subject to		
17					any of the following?		
18					(1) First right of refusal		
19					(2) Option		
20					(3) Lease or rental agreement		
21					(4) Life estate?		
22]] Yes	[] No	[] Don't know	*C. Are there any encroachments,		
23					boundary agreements, or boundary		
24					disputes?		
25]] Yes	[] No	[] Don't know	*D. Is there any leased parking?		
26]] Yes	[] No	[] Don't know	*E. Is there a private road or easement		
27					agreement for access to the property?		
28]] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,		
29					easements, shared use agreements, or		
30					access limitations?		
31]] Yes	[] No	[] Don't know	*G. Are there any written agreements		
32					for joint maintenance of an easement or		
	_				right-of-way?		
34 35	l] Yes	[] No	[] Don't know	*H. Are there any zoning violations or nonconforming uses?		
36	r] Yes	[] No	[] Don't know	*I. Is there a survey for the property?		
37	_	-					
38	ı] Yes	[] No	[] Don't know	*J. Are there any legal actions pending or threatened that affect the property?		
39	ſ] Yes	[] No	[] Don't know	*K. Is the property in compliance with		
40	l] 105	LINO	[] Polit Kilow	the Americans with Disabilities Act?		
41					I District Title		
41					2. WATER		

p. 13 SB 6472

1 2 3	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim?
4				
5				3. SEWER/ON-SITE SEWAGE SYSTEM
6	[] Yes	[] No	[] Don't know	*Is the property subject to any sewage
7				system fees or charges in addition to
8				those covered in your regularly billed
9				sewer or on-site sewage system maintenance service?
11				4. STRUCTURAL
12	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
13				five years?
14	[] Yes	[] No	[] Don't know	*B. Has any occupied subsurface
15				flooded or leaked within the last five
16				years?
17 18	[] Yes	[] No	[] Don't know	*C. Have there been any conversions, additions, or remodeling?
19	[] Yes	[] No	[] Don't know	*(1) If yes, were all building permits
20				obtained?
21	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections
22				obtained?
23	[] Yes	[] No	[] Don't know	*D. Has there been any settling,
24				slippage, or sliding of the property or its
25				improvements?
26	[] Yes	[] No	[] Don't know	*E. Are there any defects with the
27 28				following: (If yes, please check applicable items and explain.)
29				applicable terms and explain.)
		□ Found	ations	□ Slab Floors
30		□ Doors		□ Outbuildings
31		□ Ceiling	gs	□ Exterior Walls
32		□ Sidew	alks	
33		□ Other		
34		□ Interio	or Walls	
35		□ Windo	ows	
36				5. SYSTEMS AND FIXTURES
37	[] Yes	[] No	[] Don't know	* Are there any defects in the following
38				systems? If yes, please explain.
39	[] Yes	[] No	[] Don't know	(1) Electrical system
40	[] Yes	[] No	[] Don't know	(2) Plumbing system
41	[] Yes	[] No	[] Don't know	(3) Heating and cooling systems
42	[] Yes	[] No	[] Don't know	(4) Fire and security system
43	[] Yes	[] No	[] Don't know	(5) Carbon monoxide alarms
44				6. ENVIRONMENTAL

1	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
2				standing water, or drainage problems on
3				the property that affect the property or
4				access to the property?
5	[] Yes	[] No	[] Don't know	*B. Is there any material damage to the
6				property from fire, wind, floods, beach
7				movements, earthquake, expansive soils,
8				or landslides?
9	[] Yes	[] No	[] Don't know	*C. Are there any shorelines, wetlands,
10 11				floodplains, or critical areas on the property?
	f 1 37	CLAY	ELD 1/1	
12 13	[] Yes	[] No	[] Don't know	*D. Are there any substances,
14				materials, or products in or on the property that may be environmental
15				concerns, such as asbestos,
16				formaldehyde, radon gas, lead-based
17				paint, fuel or chemical storage tanks, or
18				contaminated soil or water?
19	[] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater
20				contamination?
21	[] Yes	[] No	[] Don't know	*F. Has the property been used as a
22				legal or illegal dumping site?
23	[] Yes	[] No	[] Don't know	*G. Has the property been used as an
24				illegal drug manufacturing site?
25				7. FULL DISCLOSURE BY
26				SELLERS
27				A. Other conditions or defects:
28	[] Yes	[] No	[] Don't know	*Are there any other existing material
29				defects affecting the property that a
30				prospective buyer should know about?
31				B. Verification:
32				The foregoing answers and attached
33				explanations (if any) are complete and
34				correct to the best of my/our knowledge
35				and I/we have received a copy hereof.
36				I/we authorize all of my/our real estate
37				licensees, if any, to deliver a copy of
38				this disclosure statement to other real
39				estate licensees and all prospective
40				buyers of the property.
41	DATE		SELLER	SELLER
42			NOTICE	TO BUYER

p. 15 SB 6472

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	
4 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF	
5 REGISTERED SEX OFFENDERS.	
6 II. BUYER'S ACKNOWLEDGMENT	
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	
amendments to this statement are made only by the Seller	
and not by any real estate licensee or other party.	
14 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.	
18 D. This information is for disclosure only and is not intended to	
be a part of the written agreement between the Buyer and	
20 Seller.	
E. Buyer (which term includes all persons signing the "Buyer's	
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	E PROVIDED BY
26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERT	TY AT THE TIME
27 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUY	ER AND SELLER
28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSIN	NESS DAYS FROM
29 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE	E STATEMENT TO
30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY S	IGNED WRITTEN
20 VEDCIND THE WOVERLIENT DI DEFITARITING W DELAKATERI D	MAY WAIVE THE
	R INTO A SALE
31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU	R INTO A SALE

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

STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE

OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE BUYER BUYER

SB 6472 p. 16

35

36

37

- 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
- 3 licensee involved in the transaction.

- **Sec. 4.** RCW 19.27.530 and 2009 c 313 s 2 are each amended to read 5 as follows:
 - (1) By July 1, 2010, the building code council shall adopt rules requiring that all buildings classified as residential occupancies, as defined in the state building code in chapter 51-54 WAC, but excluding owner-occupied single-family residences legally occupied before July 26, 2009, be equipped with carbon monoxide alarms.
 - (2)(a) The building code council may phase in the carbon monoxide alarm requirements on a schedule that it determines reasonable, provided that the rules require that by January 1, 2011, all newly constructed buildings classified as residential occupancies will be equipped with carbon monoxide alarms, and all other buildings classified as residential occupancies will be equipped with carbon monoxide alarms by January 1, 2013.
 - (b) Owner-occupied single-family residences legally occupied before July 26, 2009, are exempt from the requirements of this subsection (2). However, for any owner-occupied single-family residence that is sold on or after July 26, 2009, the seller must equip the residence with carbon monoxide alarms in accordance with the requirements of the state building code before the buyer or any other person may legally occupy the residence following such sale.
 - (3) The building code council may exempt categories of buildings classified as residential occupancies if it determines that requiring carbon monoxide alarms are unnecessary to protect the health and welfare of the occupants.
 - (4) The rules adopted by the building code council under this section must (a) consider applicable nationally accepted standards and (b) require that the maintenance of a carbon monoxide alarm in a building where a tenancy exists, including the replacement of batteries, is the responsibility of the tenant, who shall maintain the alarm as specified by the manufacturer.
- 35 <u>(5) Real estate brokers licensed under chapter 18.85 RCW are not</u> 36 <u>liable in any civil claim for the failure of any seller or other</u>

p. 17 SB 6472

property owner to comply with the requirements of this section or rules adopted by the building code council.

3

4 5 NEW SECTION. Sec. 5. Sections 2 and 3 of this act only apply to real estate transactions for which a purchase and sale agreement is entered into after the effective date of this section.

--- END ---