CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6472

62nd Legislature 2012 Regular Session

Passed by the Senate February 11, 2012 YEAS 47 NAYS 0	CERTIFICATE			
	I, Thomas Hoemann, Secretary of the Senate of the State of Washington do hereby certify that the attached			
President of the Senate	is SUBSTITUTE SENATE BILL 6472 as passed by the Senate and the House			
Passed by the House February 28, 2012 YEAS 98 NAYS 0	of Representatives on the dates hereon set forth.			
Speaker of the House of Representatives	Secretary			
Approved	FILED			
Governor of the State of Washington	Secretary of State State of Washington			

SUBSTITUTE SENATE BILL 6472

Passed Legislature - 2012 Regular Session

State of Washington 62nd Legislature 2012 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Harper, Honeyford, Kline, and Shin)

READ FIRST TIME 02/01/12.

- 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

- 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		1	I. SELLE	R'S DISCLOSURES	S:			
6	*If you answer "Yes" to a question with an asterisk (*), please explain your answer							
7	and	and attach documents, if available and not otherwise publicly recorded. If necessary,						
8	use	an attache	d sheet.					
9					1. TITLE			
10	[]	Yes	[] No	[] Don't know	A. Do you have legal authority to sell			
11					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	D.	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					may affect the Buyer's use of the			
26					property?			
27	[],	Yes	[] No	[] Don't know	*F. Are there any written agreements			
28 29					for joint maintenance of an easement or right-of-way?			
30	(1)	Yes	[] No	[] Don't know	*G. Is there any study, survey project,			
31	[]	1 68	[] NO	[] Don't know	or notice that would adversely affect the			
32					property?			
33	U.	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?			

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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	618 bi	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	[]Deek1	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 2	[] 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
14				company, irrigation district, or 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
	[]	[]110	[] Don't know	(3) If yes, is the spinikler system
24	[]	[]110	[12011111011	connected to irrigation water?
24 25	() -12	[]110	[]20111111011	
	() 1.0	[]110	() Don't kilo	connected to irrigation water?
25	()	[]110	[]2011411011	connected to irrigation water? 3. SEWER/ON-SITE SEWAGE
25 26	()		[]23	connected to irrigation water? 3. SEWER/ON-SITE SEWAGE SYSTEM
25 26 27 28 29	()		[]23	connected to irrigation water? 3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system, [] On-site sewage system (including)
25 26 27 28 29 30	()		[]23	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
25 26 27 28 29 30 31	()		[]23	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)
25 26 27 28 29 30 31 32	()		[]23	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
25 26 27 28 29 30 31 32 33			[]23	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:
25 26 27 28 29 30 31 32 33				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:
25 26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	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: B. If public sewer system service is
25 26 27 28 29 30 31 32 33 34				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:
25 26 27 28 29 30 31 32 33 34 35 36				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: B. If public sewer system service is available to the property, is the house
25 26 27 28 29 30 31 32 33 34 35 36 37				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no,
25 26 27 28 29 30 31 32 33 34 35 36 37 38				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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[]Yes	[] No	[] Don't know	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: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42	[]Yes	[] No	[] Don't know	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: 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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[]Yes	[] No	[] Don't know	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: 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
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	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: 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?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[]Yes	[] No	[] Don't know	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: 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

1	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
2				construction, and was it approved
3				by the local health department or
4				district following its construction?
5				(2) When was it last pumped?
6				
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				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	[]	[]	[]=========	repairs to the on-site sewage system?
23	[]Vac	[] No	[] Don't know	
24	[] Yes	[][0	[] Doll t know	ě,
25				including the drainfield, located entirely within the boundaries of the property?
26				
27				, 1
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	NOTICE:	IF THIS RI	ESIDENTIAL REAL	PROPERTY DISCLOSURE
34	STATEM	ENT IS BEI	NG COMPLETED F	OR NEW CONSTRUCTION WHICH
35	HAS NEV	ER BEEN	OCCUPIED, THE SE	ELLER IS NOT REQUIRED TO
36	COMPLE	TE THE QU	JESTIONS LISTED	IN ITEM 4. STRUCTURAL OR ITEM
37	5. SYSTE	EMS AND F	TIXTURES	
38				4. STRUCTURAL
39	[]Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
40	[] 100	[]110	[] Don't know	five years?
	[] V	[]N-	[] Dank laran	•
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	[]Yes		[] No	[] Don't l	inow	*(2) If yes,	were all final obtained?
3 4	[] Yes		[] No	[] Don't k	enow	-	w the age of the house?
5 6 7 8	[] Yes		[] No	[] Don't l	cnow	*E. Has there b	been any settling,
9 10 11	[] Yes		[] No	[] Don't k	enow		ny defects with the res, please check s and explain.)
12		□ Four	ndations		□ Decks		□ Exterior Walls
13		□ Chin	nnevs		□ Interior	Walls	□ Fire Alarm
14		□ Doo	-		□ Windov		□ Patio
15		□ Ceili			□ Slab Flo	oors	□ Driveways
16		□ Pool			□ Hot Tul)	□ Sauna
17		□ Side	walks		□ Outbuil	dings	□ Fireplaces
18		□ Gara	ge Floors		□ Walkwa	ays	□ Siding
19		□ Othe	-	□ Wood			
0.0	£ 3.87		F 3 3 Y	C10 1-1		*G W	
20 21	[] Yes		[] No	[] Don't l	inow		tructural pest or "whole on done? If yes, when
22						•	n was the inspection
23						-	
24	[] Yes		[] No	[] Don't k	inow	H. During your	ownership, has the
25						property had an	y wood destroying
26						organism or pes	st infestation?
27	[] Yes		[] No	[] Don't l	inow	I. Is the attic in	sulated?
28	[] Yes		[] No	[] Don't l	inow	J. Is the basem	ent insulated?
29						5. SYSTEMS A	AND FIXTURES
30						*A. If any of t	he following systems or
31						fixtures are incl	uded with the transfer,
32						-	efects? If yes, please
33						explain.	
34 35	[] Yes		[] No	[] Don't l	inow		system, including atches, outlets, and
36						service	icies, outlets, and
37	[]Yes		[] No	[] Don't l	inow		system, including pipes,
38							tures, and toilets
39	[] Yes		[] No	[] Don't l	inow	Hot water	tank
40	[] Yes		[] No	[] Don't l	inow	Garbage o	lisposal
41	[] Yes		[] No	[] Don't l	inow	Appliance	es
42	[] Yes		[] No	[] Don't k	inow	Sump pur	mp
43	[] Yes		[] No	[] Don't k	inow	Heating a	nd cooling systems
44	[] Yes		[] No	[] Don't l	inow	Security s	ystem
45						[] Owned	[] Leased
46						Other	

1				*B. If any of the following fixtures or
2				property is included with the transfer,
3				are they leased? (If yes, please attach
4				copy of lease.)
5	[] Ye	s [] No	[] Don't know	Security system
6	[] Ye	s [] No	[] Don't know	Tanks (type):
7	[] Ye	s [] 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	[] Ye	s [] No	[] Don't know	(1) Wood stove?
13	[] Ye	s [] No	[] Don't know	(2) Fireplace insert?
14	[] Ye	s [] No	[] Don't know	(3) Pellet stove?
15	[] Ye	s [] No	[] Don't know	(4) Fireplace?
16	[] Ye	s [] 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	[] Ye	s [] No	[] Don't know	D. Is the property located within a city,
23				county, or district or within a
24				department of natural resources fire
25				protection zone that provides fire
26				protection services?
27	[] Ye	<u>s</u> [] No	Don't know	E. Is the property equipped with carbon
28				monoxide alarms?
29 30				(Note: Pursuant to RCW 19.27.530,
31				seller must equip the residence with carbon monoxide alarms as required by
32				the state building code.)
33	[] Ye	s []No	[] Don't know	F. Is the property equipped with smoke
34	11.10	5 []110		alarms?
35				
36				6. HOMEOWNERS'
37				ASSOCIATION/COMMON INTERESTS
38	[] Ye	s [] No	[] Don't know	A. Is there a Homeowners'
39				Association? Name of Association and
40				contact information for an officer,
41				director, employee, or other authorized
42				agent, if any, who may provide the
43				association's financial statements,
44				minutes, bylaws, fining policy, and other
45				information that is not publicly
46				available:
47				

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

1 2	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
3	F 1 37	f 1 N	DD M	
4	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that cause interference with cellular
5				telephone reception?
6				8. MANUFACTURED AND
7				MOBILE HOMES
8 9				If the property includes a manufactured or mobile home,
10	[]Yes	[] No	[] Don't know	*A. Did you make any alterations to the
11				home? If yes, please describe the
12				alterations:
13	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
14				alterations to the home?
15	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
16				permits or variances for these alterations
17				obtained?
18				9. FULL DISCLOSURE BY
19				SELLERS
20				A. Other conditions or defects:
21	[] Yes	[] No	[] Don't know	*Are there any other existing material
22				defects affecting the property that a
23				prospective buyer should know about?
24				B. Verification:
25				The foregoing answers and attached
26				explanations (if any) are complete and
27				correct to the best of my/our knowledge
28 29				and I/we have received a copy hereof. I/we authorize all of my/our real estate
30				licensees, if any, to deliver a copy of
31				this disclosure statement to other real
32				estate licensees and all prospective
33				buyers of the property.
34	DATE		SELLER	SELLER
35			NOTICE TO T	HE BUYER
36	INFORMAT	ION REGA		ED SEX OFFENDERS MAY
37				DRCEMENT AGENCIES. THIS
38				M YOU OF WHERE TO OBTAIN
39	THIS INFOR	MATION .	AND IS NOT AN IN	DICATION OF THE PRESENCE OF
40	REGISTERE	D SEX OF	FENDERS.	
41		II. BUYE	R'S ACKNOWLED	GMENT
42		A.	· ·	wledges that: Buyer has a duty to pay
43				any material defects that are known to
44 45			-	wn to Buyer by utilizing diligent
45			attention and observa	auon.

1	B. The disclosures set forth in this statement and in any
2	amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
4	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
5	real estate licensees are not liable for inaccurate information
6	provided by Seller, except to the extent that real estate
7 8	licensees know of such inaccurate information. 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 12	E. Buyer (which term includes all persons signing the "Buyer's
13	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	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
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) If the disclosure statement is being completed for new
29	construction which has never been occupied, the disclosure statement is
30	not required to contain and the seller is not required to complete the
31	questions listed in item 4. Structural or item 5. Systems and
32	Fixtures.
33	(3) The seller disclosure statement shall be for disclosure only,
34	and shall not be considered part of any written agreement between the

buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any

real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate

licensee involved in the transaction.

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- 1 **Sec. 3.** RCW 64.06.013 and 2010 c 64 s 3 are each amended to read 2 as follows:
- 3 (1) In a transaction for the sale of commercial real estate, the 4 seller shall, unless the buyer has expressly waived the right to 5 receive the disclosure statement under RCW 64.06.010, or unless the 6 transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer 7 a completed seller disclosure statement in the following format and 8 that contains, at a minimum, the following information:
- 9 INSTRUCTIONS TO THE SELLER
- 10 Please complete the following form. Do not leave any spaces blank. If
- 11 the question clearly does not apply to the property write "NA." If the
- 12 answer is "yes" to any * items, please explain on attached sheets.
- 13 Please refer to the line number(s) of the question(s) when you provide
- 14 your explanation(s). For your protection you must date and sign each
- 15 page of this disclosure statement and each attachment. Delivery of the
- 16 disclosure statement must occur not later than five business days,
- 17 unless otherwise agreed, after mutual acceptance of a written contract
- 18 to purchase between a buyer and a seller.
- 19 NOTICE TO THE BUYER
- 20 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 22 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 23 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 24 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 25 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 26 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 27 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 28 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 29 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 30 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 31 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 32 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 33 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 34 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 35 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 36 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS

- 1 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 2 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 3 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 4 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 5 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 6 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 7 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 8 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR
- 9 WARRANTIES.
- 10 Seller . . . is/ . . . is not occupying the property.

11		I. SELL	ER'S DISCLOSURI	ES:			
12	*If you a	newer "Vec'	to a question with a	n acterick (*) please explain your answer			
13	*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						
14			iched sheet.				
15							
				1. TITLE AND LEGAL			
16	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell			
17				the property? If no, please explain.			
18	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to			
19				any of the following?			
20				(1) First right of refusal			
21				(2) Option			
22				(3) Lease or rental agreement			
23				(4) Life estate?			
24	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,			
25				boundary agreements, or boundary			
26				disputes?			
27	[] Yes	[] No	[] Don't know	*D. Is there any leased parking?			
28	[] Yes	[] No	[] Don't know	*E. Is there a private road or easement			
29				agreement for access to the property?			
30	[] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,			
31				easements, shared use agreements, or			
32				access limitations?			
33	[] Yes	[] No	[] Don't know	*G. Are there any written agreements			
34				for joint maintenance of an easement or			
35				right-of-way?			
36	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations or			
37				nonconforming uses?			
38	[] Yes	[] No	[] Don't know	*I. Is there a survey for the property?			
39	[] Yes	[] No	[] Don't know	*J. Are there any legal actions pending			
40				or threatened that affect the property?			

1	£1.87	CLN	[15] H	*** * d
2	[]Yes	[] No	[] Don't know	*K. Is the property in compliance with the Americans with Disabilities Act?
3				2. WATER
4 5 6	[] Yes	[] No	[] Don't know	*Are there any water rights for the property, such as a water right permit, certificate, or claim?
7 8				3. SEWER/ON-SITE SEWAGE SYSTEM
9 10 11 12 13	[]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?
14				4. STRUCTURAL
15 16	[]Yes	[] No	[] Don't know	*A. Has the roof leaked within the last five years?
17 18 19	[]Yes	[] No	[] Don't know	*B. Has any occupied subsurface flooded or leaked within the last five years?
20 21	[] Yes	[] No	[] Don't know	*C. Have there been any conversions, additions, or remodeling?
22 23	[] Yes	[] No	[] Don't know	*(1) If yes, were all building permits obtained?
24 25	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections obtained?
26 27 28	[]Yes	[] No	[] Don't know	*D. Has there been any settling, slippage, or sliding of the property or its improvements?
29 30 31	[]Yes	[] No	[] Don't know	*E. Are there any defects with the following: (If yes, please check applicable items and explain.)
32		□ Founda	tions	□ Slab Floors
33		□ Doors		□ Outbuildings
34		□ Ceiling	s	□ Exterior Walls
35		□ Sidewa	lks	□ Siding
36		□ Other		
37		□ Interior	Walls	
38		□ Windov	ws	
39				5. SYSTEMS AND FIXTURES
40 41	[] Yes	[] No	[] Don't know	* Are there any defects in the following systems? If yes, please explain.
42	[] Yes	[] No	[] Don't know	(1) Electrical system
43	[] Yes	[] No	[] Don't know	(2) Plumbing system
44	[] Yes	[] No	[] Don't know	(3) Heating and cooling systems
45	[] Yes	[] No	[] Don't know	(4) Fire and security system

1	[] Yes	[] <u>No</u>	[] Don't know	(5) Carbon monoxide alarms
2				6. ENVIRONMENTAL
3	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
4				standing water, or drainage problems on
5				the property that affect the property or
6				access to the property?
7	[] Yes	[] No	[] Don't know	*B. Is there any material damage to the
8				property from fire, wind, floods, beach
9				movements, earthquake, expansive soils,
10				or landslides?
11	[] Yes	[] No	[] Don't know	*C. Are there any shorelines, wetlands,
12				floodplains, or critical areas on the
13				property?
14 15	[] Yes	[] No	[] Don't know	*D. Are there any substances,
16				materials, or products in or on the property that may be environmental
17				concerns, such as asbestos,
18				formaldehyde, radon gas, lead-based
19				paint, fuel or chemical storage tanks, or
20				contaminated soil or water?
21	[] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater
22				contamination?
23	[] Yes	[] No	[] Don't know	*F. Has the property been used as a
24				legal or illegal dumping site?
25	[] Yes	[] No	[] Don't know	*G. Has the property been used as an
26				illegal drug manufacturing site?
27				7. FULL DISCLOSURE BY
28				SELLERS
29				A. Other conditions or defects:
30	[] Yes	[] No	[] Don't know	*Are there any other existing material
31				defects affecting the property that a
32				prospective buyer should know about?
33				B. Verification:
34				The foregoing answers and attached
35				explanations (if any) are complete and
36				correct to the best of my/our knowledge
37				and I/we have received a copy hereof.
38				I/we authorize all of my/our real estate
39 40				licensees, if any, to deliver a copy of
41				this disclosure statement to other real estate licensees and all prospective
42				buyers of the property.
43				
13	DATE		SELLER	SELLER

NOTICE TO BUYER

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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				

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

and shall not be considered part of any written agreement between the

buyer and seller of residential property. The seller disclosure

statement shall be only a disclosure made by the seller, and not any

(2) The seller disclosure statement shall be for disclosure only,

- 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 (5) Real estate brokers licensed under chapter 18.85 RCW shall not 36 be liable in any civil, administrative, or other proceeding for the

- 1 <u>failure of any seller or other property owner to comply with the</u>
- 2 requirements of this section or rules adopted by the building code
- 3 council.
- 4 NEW SECTION. Sec. 5. Sections 2 and 3 of this act only apply to
- 5 real estate transactions for which a purchase and sale agreement is
- 6 entered into after the effective date of this section.

--- END ---