

**RCW 64.06.015 Unimproved residential real property—Seller's duty—Format of disclosure statement—Minimum information.** (1) In a transaction for the sale of unimproved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

**INSTRUCTIONS TO THE SELLER**

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

**NOTICE TO THE BUYER**

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

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

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

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

Seller . . . . is/ . . . . is not occupying the property.

**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.

Yes     No     Don't know  
 Yes     No     Don't know

**1. TITLE**  
A. Do you have legal authority to sell the property? If no, please explain.  
\*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?
- Yes    No    Don't know   \*C. Are there any encroachments, boundary agreements, or boundary disputes?
- Yes    No    Don't know   \*D. Is there a private road or easement agreement for access to the property?
- Yes    No    Don't know   \*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?
- Yes    No    Don't know   \*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
- Yes    No    Don't know   \*G. Is there any study, survey project, or notice that would adversely affect the property?
- Yes    No    Don't know   \*H. Are there any pending or existing assessments against the property?
- Yes    No    Don't know   \*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?
- Yes    No    Don't know   \*J. Is there a boundary survey for the property?
- Yes    No    Don't know   \*K. Are there any covenants, conditions, or restrictions recorded against title to the property?

**2. WATER**

**A. Household Water**

- Yes    No    Don't know   (1) Does the property have potable water supply?
- Yes    No    Don't know   (2) If yes, the source of water for the property is:  
 Private or publicly owned water system  
 Private well serving only the property  
 Other water system  
\*If shared, are there any written agreements?
- Yes    No    Don't know   \*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
- Yes    No    Don't know   \*(4) Are there any problems or repairs needed?
- Yes    No    Don't know   (5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
- Yes    No    Don't know   (6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
- Yes    No    Don't know   (7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)
- Yes    No    Don't know   (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?  
\*(b) 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   (c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?
- Yes    No    Don't know   \*(8) 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? (If yes, please attach a copy.)
- 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 yes, 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 irrigation water to the property:  
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**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/SEPTIC SYSTEM**

Yes     No     Don't know    A. The property is served by:  
 Public sewer system  
 On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  
 Other disposal system, please describe:

Yes     No     Don't know    B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

Yes     No     Don't know    C. If the property is connected to an on-site sewage system:  
 Yes     No     Don't know    \*(1) Was a permit issued for its construction?  
 Yes     No     Don't know    \*(2) Was it approved by the local health department or district following its construction?  
 Yes     No     Don't know    (3) Is the septic system a pressurized system?  
 Yes     No     Don't know    (4) Is the septic system a gravity system?  
 Yes     No     Don't know    \*(5) Have there been any changes or repairs to the on-site sewage system?  
 Yes     No     Don't know    (6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:  
 Yes     No     Don't know    \*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

Yes     No     Don't know    **4. ELECTRICAL/GAS**  
 Yes     No     Don't know    A. Is the property served by natural gas?  
 Yes     No     Don't know    B. Is there a connection charge for gas?  
 Yes     No     Don't know    C. Is the property served by electricity?  
 Yes     No     Don't know    D. Is there a connection charge for electricity?  
 Yes     No     Don't know    \*E. Are there any electrical problems on the property?

Yes     No     Don't know    **5. FLOODING**  
 Yes     No     Don't know    A. Is the property located in a government designated flood zone or floodplain?

Yes     No     Don't know    **6. SOIL STABILITY**  
 Yes     No     Don't know    \*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?

Yes     No     Don't know    **7. ENVIRONMENTAL**  
 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?  
 Yes     No     Don't know    \*B. Does any part of the property contain fill dirt, waste, or other fill material?  
 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?  
 Yes     No     Don't know    D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?  
 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?  
 Yes     No     Don't know    \*F. Has the property been used for commercial or industrial purposes?  
 Yes     No     Don't know    \*G. Is there any soil or groundwater contamination?  
 Yes     No     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?  
 Yes     No     Don't know    \*I. Has the property been used as a legal or illegal dumping site?  
 Yes     No     Don't know    \*J. Has the property been used as an illegal drug manufacturing site?  
 Yes     No     Don't know    \*K. Are there any radio towers that cause interference with cellular telephone reception?

**8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

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:

Yes     No     Don't know  
 B. Are there regular periodic assessments:  
 \$ . . . per  Month  Year  
 Other . . . . .

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

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)?

**9. OTHER FACTS**

Yes     No     Don't know  
 \*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?

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 forestland 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**

Yes     No     Don't know  
 A. Other conditions or defects:  
 \*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

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**II. BUYER'S ACKNOWLEDGMENT**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE 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. . . . .

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction. [2011 c 200 § 3. Prior: 2009 c 505 § 2; 2009 c 130 § 1; 2007 c 107 § 5.]

**Application—2009 c 505:** See note following RCW 64.06.005.

**Findings—Intent—2007 c 107:** "(1) The legislature finds that:

(a) Some purchasers of residential property have been financially ruined, and their health threatened, by the discovery of toxic materials buried or otherwise hidden on the property, that was not disclosed by the seller who had actual knowledge of the presence of such materials before the sale;

(b) Current law exempts some sellers from legal responsibility to disclose what they know about the presence of toxic materials on unimproved property they are selling for residential purposes; and

(c) Seller disclosure statements provide information of fundamental importance to a buyer to help the buyer determine whether the property has health and safety characteristics suitable for residential use and whether the buyer can financially afford the clean-up costs and related legal costs.

(2) The legislature intends that:

(a) Purchasers of unimproved property intended to be used for residential purposes be entitled to receive from the seller information known by the seller about toxic materials on or buried in the property;

(b) There be no legal exemptions from such disclosure in the interests of fairness and transparency in residential property sales transactions; and

(c) Separate residential property sales disclosure forms be used for improved and unimproved property, to assist with transparency in property transactions." [2007 c 107 § 1.]