
SUBSTITUTE SENATE BILL 6600

State of Washington

54th Legislature

1996 Regular Session

By Senate Committee on Government Operations (originally sponsored by Senators McCaslin, Haugen, Winsley, Hale, Sheldon, Snyder, Wood, McAuliffe, Finkbeiner, Rinehart, Pelz, Franklin, Spanel, Smith, Drew, Sutherland, Fraser and Rasmussen)

Read first time 02/02/96.

1 AN ACT Relating to residential real estate disclosure; and amending
2 RCW 64.06.020.

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

4 **Sec. 1.** RCW 64.06.020 and 1994 c 200 s 3 are each amended to read
5 as follows:

6 (1) In a transaction for the sale of residential real property, the
7 seller shall, unless the buyer has expressly waived the right to
8 receive the disclosure statement, or unless the transfer is exempt
9 under RCW 64.06.010, deliver to the buyer a completed real property
10 transfer disclosure statement in the following form:

11 INSTRUCTIONS TO THE SELLER

12 Please complete the following form. Do not leave any spaces blank. If
13 the question clearly does not apply to the property write "NA". If the
14 answer is "yes" to any * items, please explain on attached sheets.
15 Please refer to the line number(s) of the question(s) when you provide
16 your explanation(s). For your protection you must date and sign each
17 page of this disclosure statement and each attachment. Delivery of the
18 disclosure statement must occur not later than . . . days (or five days

1 if not filled in) of mutual acceptance of a written contract to
2 purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

4 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
5 CONDITION OF THE PROPERTY LOCATED AT
6 ("THE PROPERTY"), LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
8 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
9 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE . . . BUSINESS
10 DAYS, OR THREE BUSINESS DAYS IF NOT FILLED IN, FROM THE SELLER'S
11 DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY
12 DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE
13 SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
14 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
15 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
16 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
17 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

18 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
19 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
20 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
21 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
22 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. FOR MORE
23 INFORMATION ABOUT ZONING AND LAND USE RULES AFFECTING THE PROPERTY YOU
24 MAY WISH TO CONTACT THE APPROPRIATE CITY AND/OR COUNTY. THE
25 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
26 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
27 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
28 INSPECTION, DEFECTS OR WARRANTIES.

29 Seller is/ is not occupying the property.

30 I. SELLER'S DISCLOSURES:

31 *If "Yes" attach a copy or explain. If necessary use an attached
32 sheet.

33 1. TITLE

34 []Yes []No []Don't know A. Do you have legal authority to sell
35 the property?

1	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*B. Is title to the property subject to
2		any of the following?
3		(1) First right of refusal
4		(2) Option
5		(3) Lease or rental agreement
6		(4) Life estate?
7	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*C. Are there any encroachments,
8		boundary agreements, or boundary
9		disputes?
10	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*D. Are there any rights of way,
11		easements, or access limitations that
12		may affect the owner's use of the
13		property?
14	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*E. Are there any written agreements
15		for joint maintenance of an easement or
16		right of way?
17	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*F. Is there any study, survey project,
18		or notice that would adversely affect
19		the property?
20	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*G. Are there any pending or existing
21		assessments against the property?
22	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*H. Are there any zoning violations,
23		nonconforming uses, or any unusual
24		restrictions on the subject property
25		that would affect future construction
26		or remodeling?
27	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*I. Is there a boundary survey for the
28		property?
29	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	*J. Are there any covenants,
30		conditions, or restrictions which
31		affect the property?
32	<u><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know</u>	<u>*K. Have you ever been denied a permit</u>
33		<u>to build a structure on the property,</u>
34		<u>remodel an existing structure, or make</u>
35		<u>landscaping changes on the property?</u>
36	<u><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know</u>	<u>*L. Have you ever received a permit to</u>
37		<u>build a structure on the property,</u>
38		<u>remodel an existing structure, or make</u>
39		<u>landscaping changes on the property and</u>

3. SEWER/SEPTIC SYSTEM

A. The property is served by:
[]Public sewer main, []Septic tank
system []Other disposal system
(describe)

B. If the property is served by a
public or community sewer main, is the
house connected to the main?

C. If the property is connected to a
septic system:

(1) Was a permit issued for its
construction, and was it approved
by the city or county following
its construction?

(2) When was it last pumped:
. , 19. . .

* (3) Are there any defects in the
operation of the septic system?

(4) When was it last inspected?
. , 19. . .

By Whom:

(5) How many bedrooms was the
system approved for?

. bedrooms

*D. Do all plumbing fixtures, including
laundry drain, go to the septic/sewer
system? If no, explain:

*E. Are you aware of any changes or
repairs to the septic system?

F. Is the septic tank system, including
the drainfield, located entirely within
the boundaries of the property?

4. STRUCTURAL

*A. Has the roof leaked?

If yes, has it been repaired?

*B. Have there been any conversions,
additions, or remodeling?

1 []Yes []No []Don't know *1. If yes, were all building
 2 permits obtained?
 3 []Yes []No []Don't know *2. If yes, were all final
 4 inspections obtained?
 5 []Yes []No []Don't know C. Do you know the age of the house?
 6 If yes, year of original construction:
 7
 8 []Yes []No []Don't know *D. Do you know of any settling,
 9 slippage, or sliding of the house or
 10 other improvements? If yes, explain:
 11
 12 []Yes []No []Don't know *E. Do you know of any defects with the
 13 following: (Please check applicable
 14 items)

- | | | | |
|----|--|---|---|
| 15 | <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| 16 | <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| 17 | <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| 18 | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| 19 | <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| 20 | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| 21 | <input type="checkbox"/> Garage Floors | | <input type="checkbox"/> Walkways |
| 22 | <input type="checkbox"/> Other | | <input type="checkbox"/> Wood Stoves |

23 []Yes []No []Don't know *F. Was a pest or dry rot, structural
 24 or "whole house" inspection done? When
 25 and by whom was the inspection
 26 completed?
 27 []Yes []No []Don't know *G. Since assuming ownership, has your
 28 property had a problem with wood
 29 destroying organisms and/or have there
 30 been any problems with pest control,
 31 infestations, or vermin?

5. SYSTEMS AND FIXTURES

32 If the following systems or fixtures
 33 are included with the transfer, do they
 34 have any existing defects:
 35
 36 []Yes []No []Don't know *A. Electrical system, including
 37 wiring, switches, outlets, and service

1 []Yes []No []Don't know *B. Plumbing system, including pipes,
2 faucets, fixtures, and toilets
3 []Yes []No []Don't know *C. Hot water tank
4 []Yes []No []Don't know *D. Garbage disposal
5 []Yes []No []Don't know *E. Appliances
6 []Yes []No []Don't know *F. Sump pump
7 []Yes []No []Don't know *G. Heating and cooling systems
8 []Yes []No []Don't know *H. Security system [] Owned []
9 Leased
10 *I. Other

6. COMMON INTEREST

12 []Yes []No []Don't know A. Is there a Home Owners' Association?
13 Name of Association
14 []Yes []No []Don't know B. Are there regular periodic
15 assessments:
16 \$ per [] Month [] Year
17 [] Other
18 []Yes []No []Don't know *C. Are there any pending special
19 assessments?
20 []Yes []No []Don't know *D. Are there any shared "common areas"
21 or any joint maintenance agreements
22 (facilities such as walls, fences,
23 landscaping, pools, tennis courts,
24 walkways, or other areas co-owned in
25 undivided interest with others)?

7. GENERAL

27 []Yes []No []Don't know *A. Is there any settling, soil,
28 standing water, or drainage problems on
29 the property?
30 []Yes []No []Don't know *B. Does the property contain fill
31 material?
32 []Yes []No []Don't know *C. Is there any material damage to the
33 property or any of the structure from
34 fire, wind, floods, beach movements,
35 earthquake, expansive soils, or
36 landslides?
37 []Yes []No []Don't know D. Is the property in a designated
38 flood plain?

1 []Yes []No []Don't know E. Is the property in a designated
 2 flood hazard zone?
 3 []Yes []No []Don't know *F. Are there any substances,
 4 materials, or products that may be an
 5 environmental hazard such as, but not
 6 limited to, asbestos, formaldehyde,
 7 radon gas, lead-based paint, fuel or
 8 chemical storage tanks, and
 9 contaminated soil or water on the
 10 subject property?
 11 []Yes []No []Don't know *G. Are there any tanks or underground
 12 storage tanks (e.g., chemical, fuel,
 13 etc.) on the property?
 14 []Yes []No []Don't know *H. Has the property ever been used as
 15 an illegal drug manufacturing site?

16 **8. FULL DISCLOSURE BY SELLERS**

17 A. Other conditions or defects:
 18 []Yes []No []Don't know *Are there any other material defects
 19 affecting this property or its value
 20 that a prospective buyer should know
 21 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
 28 estate licensees, if any, to deliver a
 29 copy of this disclosure statement to
 30 other real estate licensees and all
 31 prospective buyers of the property.

32 DATE SELLER SELLER

33 **II. BUYER'S ACKNOWLEDGMENT**

34 A. As buyer(s), I/we acknowledge the duty to pay
 35 diligent attention to any material defects which
 36 are known to me/us or can be known to me/us by
 37 utilizing diligent attention and observation.

- 1 B. Each buyer acknowledges and understands that the
2 disclosures set forth in this statement and in
3 any amendments to this statement are made only by
4 the seller.
- 5 C. Buyer (which term includes all persons signing
6 the "buyer's acceptance" portion of this
7 disclosure statement below) hereby acknowledges
8 receipt of a copy of this disclosure statement
9 (including attachments, if any) bearing seller's
10 signature.

11 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
12 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF
13 DISCLOSURE. YOU, THE BUYER, HAVE . . . BUSINESS DAYS (OR THREE
14 BUSINESS DAYS IF NOT FILLED IN) FROM THE SELLER'S DELIVERY OF THIS
15 SELLER'S DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR
16 SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER UNLESS
17 YOU WAIVE THIS RIGHT OF REVOCATION.

18 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY
19 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
20 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
21 LICENSEE OR OTHER PARTY.

22 DATE BUYER BUYER

23 (2) The real property transfer disclosure statement shall be for
24 disclosure only, and shall not be considered part of any written
25 agreement between the buyer and seller of residential real property.
26 The real property transfer disclosure statement shall be only a
27 disclosure made by the seller, and not any real estate licensee
28 involved in the transaction, and shall not be construed as a warranty
29 of any kind by the seller or any real estate licensee involved in the
30 transaction.

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