
SENATE BILL 5373

State of Washington

62nd Legislature

2011 Regular Session

By Senators Chase, Prentice, Shin, and Nelson

Read first time 01/21/11. Referred to Committee on Government Operations, Tribal Relations & Elections.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 (3) In the absence of a contractual agreement, a fire protection
31 service agency may initiate firefighting services on unprotected land
32 outside its fire protection jurisdiction in the following instances:

33 (a) Service was specifically requested by a landowner or other fire
34 service protection agency; (b) service could reasonably be believed to
35 prevent the spread of a fire onto lands protected by the agency; or (c)
36 service could reasonably be believed to substantially mitigate the risk
37 of harm to life or property by preventing the spread of a fire onto
38 other unprotected lands.

1 (4)(a) An agency initiating firefighting services on unprotected
2 land outside its fire protection jurisdiction must be reimbursed by the
3 property owner or owners for reasonable costs that are incurred as a
4 result of the response. Cost recovery is based upon the Washington
5 fire chiefs standardized fire service fee schedule.

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

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

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

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

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

27 INSTRUCTIONS TO THE SELLER

28 Please complete the following form. Do not leave any spaces blank. If
29 the question clearly does not apply to the property write "NA." If the
30 answer is "yes" to any * items, please explain on attached sheets.
31 Please refer to the line number(s) of the question(s) when you provide
32 your explanation(s). For your protection you must date and sign each
33 page of this disclosure statement and each attachment. Delivery of the
34 disclosure statement must occur not later than five business days,
35 unless otherwise agreed, after mutual acceptance of a written contract
36 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.

1. TITLE

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Do you have legal authority to sell
2				the property? If no, please explain.
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Is title to the property subject to
4				any of the following?
5				(1) First right of refusal
6				(2) Option
7				(3) Lease or rental agreement
8				(4) Life estate?
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any encroachments,
10				boundary agreements, or boundary
11				disputes?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Is there a private road or easement
13				agreement for access to the property?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any rights-of-way,
15				easements, or access limitations that
16				affect the Buyer's use of the property?
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Are there any written agreements
18				for joint maintenance of an easement or
19				right-of-way?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any study, survey project,
21				or notice that would adversely affect the
22				property?
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there any pending or existing
24				assessments against the property?
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Are there any zoning violations,
26				nonconforming uses, or any unusual
27				restrictions on the property that affect
28				future construction or remodeling?
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Is there a boundary survey for the
30				property?
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any covenants,
32				conditions, or restrictions recorded
33				against title to the property?
34				2. WATER
35				A. Household Water
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Does the property have potable
37				water supply?
38				(2) If yes, the source of water for the
39				property is:
40				<input type="checkbox"/> Private or publicly owned water
41				system
42				<input type="checkbox"/> Private well serving only the
43				property
44				* <input type="checkbox"/> Other water system
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
46				agreements?

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

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

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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.

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

29 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
30 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
31 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
32 DATE BUYER BUYER

33 (2) The seller disclosure statement shall be for disclosure only,
34 and shall not be considered part of any written agreement between the
35 buyer and seller of residential property. The seller disclosure
36 statement shall be only a disclosure made by the seller, and not any
37 real estate licensee involved in the transaction, and shall not be
38 construed as a warranty of any kind by the seller or any real estate
39 licensee involved in the transaction.

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. SELLER'S DISCLOSURES:**

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

15 **I. TITLE**

- 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 a private road or easement
 28 agreement for access to the property?
- 29 Yes No Don't know *E. Are there any rights-of-way,
 30 easements, or access limitations that
 31 may affect the Buyer's use of the
 32 property?
- 33 Yes No Don't know *F. Are there any written agreements
 34 for joint maintenance of an easement or
 35 right-of-way?
- 36 Yes No Don't know *G. Is there any study, survey project,
 37 or notice that would adversely affect the
 38 property?
- 39 Yes No Don't know *H. Are there any pending or existing
 40 assessments against the property?

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

1 \$. . . per [] Month [] Year
2 [] Other

3 [] Yes [] No [] Don't know *C. Are there any pending special
4 assessments?

5 [] Yes [] No [] Don't know *D. Are there any shared "common
6 areas" or any joint maintenance
7 agreements (facilities such as walls,
8 fences, landscaping, pools, tennis
9 courts, walkways, or other areas co-
10 owned in undivided interest with
11 others)?

12 **7. ENVIRONMENTAL**

13 [] Yes [] No [] Don't know *A. Have there been any flooding,
14 standing water, or drainage problems on
15 the property that affect the property or
16 access to the property?

17 [] Yes [] No [] Don't know *B. Does any part of the property
18 contain fill dirt, waste, or other fill
19 material?

20 [] Yes [] No [] Don't know *C. Is there any material damage to the
21 property from fire, wind, floods, beach
22 movements, earthquake, expansive
23 soils, or landslides?

24 [] Yes [] No [] Don't know D. Are there any shorelines, wetlands,
25 floodplains, or critical areas on the
26 property?

27 [] Yes [] No [] Don't know *E. Are there any substances,
28 materials, or products in or on the
29 property that may be environmental
30 concerns, such as asbestos,
31 formaldehyde, radon gas, lead-based
32 paint, fuel or chemical storage tanks, or
33 contaminated soil or water?

34 [] Yes [] No [] Don't know *F. Has the property been used for
35 commercial or industrial purposes?

36 [] Yes [] No [] Don't know *G. Is there any soil or groundwater
37 contamination?

38 [] Yes [] No [] Don't know *H. Are there transmission poles or
39 other electrical utility equipment
40 installed, maintained, or buried on the
41 property that do not provide utility
42 service to the structures on the
43 property?

44 [] Yes [] No [] Don't know *I. Has the property been used as a
45 legal or illegal dumping site?

46 [] Yes [] No [] Don't know *J. Has the property been used as an
47 illegal drug manufacturing site?

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Yes No Don't know

*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

Yes No Don't know

*A. Did you make any alterations to the home? If yes, please describe the alterations:

Yes No Don't know

*B. Did any previous owner make any alterations to the home?

Yes No Don't know

*C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know

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

B. Verification:

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

DATE SELLER SELLER

NOTICE TO THE BUYER

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.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 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 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 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.

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