

2 **SSB 5053 - H COMM AMD ADOPTED 4/6/95**

3 By Committee on Trade & Economic Development

4

5 Strike everything after the enacting clause and insert the  
6 following:

7 "Sec. 1. RCW 64.06.010 and 1994 c 200 s 2 are each amended to read  
8 as follows:

9 (1) Except as provided in subsection (2) of this section, this  
10 chapter does not apply to the following transfers of residential real  
11 property:

12 ~~((+1))~~ (a) A foreclosure, deed-in-lieu of foreclosure, real estate  
13 contract forfeiture, or a sale by a lienholder who acquired the  
14 residential real property through foreclosure ~~((or))~~, deed-in-lieu of  
15 foreclosure, or real estate contract forfeiture;

16 ~~((+2))~~ (b) A gift or other transfer to a parent, spouse, or child  
17 of a transferor or child of any parent or spouse of a transferor;

18 ~~((+3))~~ (c) A transfer between spouses in connection with a marital  
19 dissolution;

20 ~~((+4))~~ (d) A transfer where a buyer had an ownership interest in  
21 the property within two years of the date of the transfer including,  
22 but not limited to, an ownership interest as a partner in a  
23 partnership, a limited partner in a limited partnership, a shareholder  
24 in a corporation, a leasehold interest, or transfers to and from a  
25 facilitator pursuant to a tax deferred exchange;

26 ~~((+5))~~ (e) A transfer of an interest that is less than fee simple,  
27 except that the transfer of a vendee's interest under a real estate  
28 contract is subject to the requirements of this chapter; ~~((and~~

29 ~~+6))~~ (f) A transfer made by the personal representative of the  
30 estate of the decedent or by a trustee in bankruptcy; and

31 (g) A transfer of new residential construction, if the seller is  
32 registered under chapter 18.27 RCW, and if the buyer is the first  
33 purchaser and occupant.

34 (2) This chapter shall apply to transfers of residential real  
35 property exempt under this section, if the seller provides to the buyer  
36 a completed real property transfer disclosure statement in the form

1 described in RCW 64.06.020(1).

2 **Sec. 2.** RCW 64.06.020 and 1994 c 200 s 3 are each amended to read  
3 as follows:

4 (1) In a transaction for the sale of residential real property, the  
5 seller shall, unless the buyer has expressly waived the right to  
6 receive the disclosure statement, or unless the transfer is exempt  
7 under RCW 64.06.010, deliver to the buyer a completed real property  
8 transfer disclosure statement in the following ~~((form))~~ format and that  
9 contains, at a minimum, the following information:

10 INSTRUCTIONS TO THE SELLER

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

21 NOTICE TO THE BUYER

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

25 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
26 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS  
27 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE ~~((. . .))~~ THREE  
28 BUSINESS DAYS, ~~((OR THREE BUSINESS DAYS IF NOT FILLED IN))~~ UNLESS  
29 OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S  
30 DISCLOSURE STATEMENT TO ~~((REVOKE YOUR OFFER))~~ RESCIND YOUR AGREEMENT BY  
31 DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF ~~((REVOCATION))~~  
32 RESCISSION TO THE SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO  
33 ENTERING INTO A SALE AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY  
34 THE SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE  
35 OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT  
36 INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND  
37 THE SELLER.

1 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
2 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A  
3 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR  
4 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,  
5 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE  
6 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
7 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE  
8 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,  
9 INSPECTION, DEFECTS OR WARRANTIES.

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

11 **I. SELLER'S DISCLOSURES:**

12 \*If "Yes" attach a copy or explain. If necessary use an attached  
13 sheet.

14 **1. TITLE**

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

17 [ ]Yes [ ]No [ ]Don't know \*B. Is title to the property subject to  
18 any of the following?

19 (1) First right of refusal

20 (2) Option

21 (3) Lease or rental agreement

22 (4) Life estate?

23 [ ]Yes [ ]No [ ]Don't know \*C. Are there any encroachments,  
24 boundary agreements, or boundary  
25 disputes?

26 [ ]Yes [ ]No [ ]Don't know \*D. Are there any rights of way,  
27 easements, or access limitations that  
28 may affect the owner's use of the  
29 property?

30 [ ]Yes [ ]No [ ]Don't know \*E. Are there any written agreements  
31 for joint maintenance of an easement or  
32 right of way?

33 [ ]Yes [ ]No [ ]Don't know \*F. Is there any study, survey project,  
34 or notice that would adversely affect  
35 the property?

36 [ ]Yes [ ]No [ ]Don't know \*G. Are there any pending or existing  
37 assessments against the property?

1 [ ]Yes [ ]No [ ]Don't know \*H. Are there any zoning violations,  
2 nonconforming uses, or any unusual  
3 restrictions on the subject property  
4 that would affect future construction  
5 or remodeling?  
6 [ ]Yes [ ]No [ ]Don't know \*I. Is there a boundary survey for the  
7 property?  
8 [ ]Yes [ ]No [ ]Don't know \*J. Are there any covenants,  
9 conditions, or restrictions which  
10 affect the property?

11 **2. WATER**

12 A. Household Water

13 (1) The source of the water is  
14 [ ]Public [ ]Community [ ]Private  
15 [ ]Shared

16 (2) Water source information:

17 [ ]Yes [ ]No [ ]Don't know \*a. Are there any written  
18 agreements for shared water  
19 source?

20 [ ]Yes [ ]No [ ]Don't know \*b. Is there an easement  
21 (recorded or unrecorded) for  
22 access to and/or maintenance  
23 of the water source?

24 [ ]Yes [ ]No [ ]Don't know \*c. Are any known problems or  
25 repairs needed?

26 [ ]Yes [ ]No [ ]Don't know \*d. Does the source provide  
27 an adequate year round supply  
28 of potable water?

29 [ ]Yes [ ]No [ ]Don't know \*(3) Are there any water treatment  
30 systems for the property?  
31 [ ]Leased [ ]Owned

32 B. Irrigation

33 [ ]Yes [ ]No [ ]Don't know (1) Are there any water rights for  
34 the property?

35 [ ]Yes [ ]No [ ]Don't know \*(2) If they exist, to your  
36 knowledge, have the water rights  
37 been used during the last five-  
38 year period?

1 [ ]Yes [ ]No [ ]Don't know \* (3) If so, is the certificate  
 2 available?  
 3 C. Outdoor Sprinkler System  
 4 [ ]Yes [ ]No [ ]Don't know (1) Is there an outdoor sprinkler  
 5 system for the property?  
 6 [ ]Yes [ ]No [ ]Don't know \* (2) Are there any defects in the  
 7 outdoor sprinkler system?

8 **3. SEWER/SEPTIC SYSTEM**

9 A. The property is served by:  
 10 [ ]Public sewer main, [ ]Septic tank  
 11 system [ ]Other disposal system  
 12 (describe)  
 13 . . . . .

14 [ ]Yes [ ]No [ ]Don't know B. If the property is served by a  
 15 public or community sewer main, is the  
 16 house connected to the main?

17 C. Is the property currently subject to  
 18 a sewer capacity charge?

19 D. If the property is connected to a  
 20 septic system:

21 [ ]Yes [ ]No [ ]Don't know (1) Was a permit issued for its  
 22 construction, and was it approved  
 23 by the city or county following  
 24 its construction?

25 (2) When was it last pumped:  
 26 . . . . . , 19. . .

27 [ ]Yes [ ]No [ ]Don't know \* (3) Are there any defects in the  
 28 operation of the septic system?

29 [ ]Don't know (4) When was it last inspected?  
 30 . . . . . , 19. . .

31 By Whom: . . . . .

32 [ ]Don't know (5) How many bedrooms was the  
 33 system approved for?

34 . . . . . bedrooms

35 [ ]Yes [ ]No [ ]Don't know \* ((D)) E. Do all plumbing fixtures,  
 36 including laundry drain, go to the  
 37 septic/sewer system? If no, explain:  
 38 . . . . .

39 [ ]Yes [ ]No [ ]Don't know \* ((E)) F. Are you aware of any changes

1 or repairs to the septic system?  
 2 [ ]Yes [ ]No [ ]Don't know ((F)) G. Is the septic tank system,  
 3 including the drainfield, located  
 4 entirely within the boundaries of the  
 5 property?

6 **4. STRUCTURAL**

7 [ ]Yes [ ]No [ ]Don't know \*A. Has the roof leaked?  
 8 [ ]Yes [ ]No [ ]Don't know If yes, has it been repaired?

9 [ ]Yes [ ]No [ ]Don't know \*B. Have there been any conversions,  
 10 additions, or remodeling?

11 [ ]Yes [ ]No [ ]Don't know \*1. If yes, were all building  
 12 permits obtained?

13 [ ]Yes [ ]No [ ]Don't know \*2. If yes, were all final  
 14 inspections obtained?

15 [ ]Yes [ ]No [ ]Don't know C. Do you know the age of the house?  
 16 If yes, year of original construction:  
 17 . . . . .

18 [ ]Yes [ ]No [ ]Don't know \*D. Do you know of any settling,  
 19 slippage, or sliding of the house or  
 20 other improvements? If yes, explain:  
 21 . . . . .

22 [ ]Yes [ ]No [ ]Don't know \*E. Do you know of any defects with the  
 23 following: (Please check applicable  
 24 items)

- |    |  |   |   |
|----|--|---|---|
| 25 | <input type="checkbox"/> Foundations   | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls |
| 26 | <input type="checkbox"/> Chimneys      | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm     |
| 27 | <input type="checkbox"/> Doors         | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio          |
| 28 | <input type="checkbox"/> Ceilings      | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways      |
| 29 | <input type="checkbox"/> Pools         | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna          |
| 30 | <input type="checkbox"/> Sidewalks     | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces     |
| 31 | <input type="checkbox"/> Garage Floors |   | <input type="checkbox"/> Walkways       |
| 32 | <input type="checkbox"/> Other         |   | <input type="checkbox"/> Wood Stoves    |

33 [ ]Yes [ ]No [ ]Don't know \*F. Was a pest or dry rot, structural  
 34 or "whole house" inspection done? When  
 35 and by whom was the inspection  
 36 completed? . . . . .

37 [ ]Yes [ ]No [ ]Don't know \*G. Since assuming ownership, has your

1 property had a problem with wood  
2 destroying organisms and/or have there  
3 been any problems with pest control,  
4 infestations, or vermin?

5 **5. SYSTEMS AND FIXTURES**

6 If the following systems or fixtures  
7 are included with the transfer, do they  
8 have any existing defects:

- 9  Yes  No  Don't know \*A. Electrical system, including  
10 wiring, switches, outlets, and service  
11  Yes  No  Don't know \*B. Plumbing system, including pipes,  
12 faucets, fixtures, and toilets  
13  Yes  No  Don't know \*C. Hot water tank  
14  Yes  No  Don't know \*D. Garbage disposal  
15  Yes  No  Don't know \*E. Appliances  
16  Yes  No  Don't know \*F. Sump pump  
17  Yes  No  Don't know \*G. Heating and cooling systems  
18  Yes  No  Don't know \*H. Security system  Owned   
19 Leased  
20 \*I. Other . . . . .

21 **6. COMMON INTEREST**

- 22  Yes  No  Don't know A. Is there a Home Owners' Association?  
23 Name of Association . . . . .  
24  Yes  No  Don't know B. Are there regular periodic  
25 assessments:  
26 \$ . . . . . per  Month  Year  
27  Other . . . . .  
28  Yes  No  Don't know \*C. Are there any pending special  
29 assessments?  
30  Yes  No  Don't know \*D. Are there any shared "common areas"  
31 or any joint maintenance agreements  
32 (facilities such as walls, fences,  
33 landscaping, pools, tennis courts,  
34 walkways, or other areas co-owned in  
35 undivided interest with others)?

36 **7. GENERAL**

- 37  Yes  No  Don't know \*A. Is there any settling, soil,  
38 standing water, or drainage problems on

1 the property?  
2  Yes  No  Don't know \*B. Does the property contain fill  
3 material?  
4  Yes  No  Don't know \*C. Is there any material damage to the  
5 property or any of the structure from  
6 fire, wind, floods, beach movements,  
7 earthquake, expansive soils, or  
8 landslides?  
9  Yes  No  Don't know D. Is the property in a designated  
10 flood plain?  
11 ( ~~Yes  No  Don't know~~ E. Is the property in a designated  
12 flood hazard zone?))  
13  Yes  No  Don't know ((~~\*F-~~) \*E. Are there any substances,  
14 materials, or products that may be an  
15 environmental hazard such as, but not  
16 limited to, asbestos, formaldehyde,  
17 radon gas, lead-based paint, fuel or  
18 chemical storage tanks, and  
19 contaminated soil or water on the  
20 subject property?  
21  Yes  No  Don't know ((~~\*G-~~) \*F. Are there any tanks or  
22 underground storage tanks (e.g.,  
23 chemical, fuel, etc.) on the property?  
24  Yes  No  Don't know ((~~\*H-~~) \*G. Has the property ever been  
25 used as an illegal drug manufacturing  
26 site?

27 **8. FULL DISCLOSURE BY SELLERS**

28 A. Other conditions or defects:  
29  Yes  No  Don't know \*Are there any other material defects  
30 affecting this property or its value  
31 that a prospective buyer should know  
32 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  
39 estate licensees, if any, to deliver a



1 copy of this disclosure statement to  
2 other real estate licensees and all  
3 prospective buyers of the property.

4 DATE . . . . . SELLER . . . . . SELLER . . . . .

5 **II. BUYER'S ACKNOWLEDGMENT**

- 6 A. As buyer(s), I/we acknowledge the duty to pay  
7 diligent attention to any material defects which  
8 are known to me/us or can be known to me/us by  
9 utilizing diligent attention and observation.
- 10 B. Each buyer acknowledges and understands that the  
11 disclosures set forth in this statement and in  
12 any amendments to this statement are made only by  
13 the seller.
- 14 C. Buyer (which term includes all persons signing  
15 the "buyer's acceptance" portion of this  
16 disclosure statement below) hereby acknowledges  
17 receipt of a copy of this disclosure statement  
18 (including attachments, if any) bearing seller's  
19 signature.

20 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
21 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF  
22 DISCLOSURE. YOU, THE BUYER, HAVE ((~~—~~)) THREE BUSINESS DAYS ((~~OR~~  
23 ~~THREE BUSINESS DAYS IF NOT FILLED IN~~)), UNLESS OTHERWISE AGREED, FROM  
24 THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO ((~~REVOKE~~  
25 ~~YOUR OFFER~~)) RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED  
26 WRITTEN STATEMENT OF ((~~REVOCATION~~)) RESCISSION TO THE SELLER UNLESS YOU  
27 WAIVE THIS RIGHT OF ((~~REVOCATION~~)) RESCISSION.

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

32 DATE . . . . . BUYER . . . . . BUYER . . . . .

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

1 of any kind by the seller or any real estate licensee involved in the  
2 transaction.

3 **Sec. 3.** RCW 64.06.030 and 1994 c 200 s 4 are each amended to read  
4 as follows:

5 Unless the buyer has expressly waived the right to receive the  
6 disclosure statement, (~~within~~) not later than five business days or  
7 as otherwise agreed to, (~~of~~) after mutual acceptance of a written  
8 agreement between a buyer and a seller for the purchase and sale of  
9 residential real property, the seller shall deliver to the buyer a  
10 completed, signed, and dated real property transfer disclosure  
11 statement. Within three business days, or as otherwise agreed to, of  
12 receipt of the real property transfer disclosure statement, the buyer  
13 shall have the right to exercise one of the following two options: (1)  
14 Approving and accepting the real property transfer disclosure  
15 statement; or (2) rescinding the agreement for the purchase and sale of  
16 the property, which decision may be made by the buyer in the buyer's  
17 sole discretion. If the buyer elects to rescind the agreement, the  
18 buyer must deliver written notice of rescission to the seller within  
19 the three-business-day period, or as otherwise agreed to, and upon  
20 delivery of the written rescission notice the buyer shall be entitled  
21 to immediate return of all deposits and other considerations less any  
22 agreed disbursements paid to the seller, or to the seller's agent or an  
23 escrow agent for the seller's account, and the agreement for purchase  
24 and sale shall be void. If the buyer does not deliver a written  
25 rescission notice to [the] seller within the three-business-day period,  
26 or as otherwise agreed to, the real property transfer disclosure  
27 statement will be deemed approved and accepted by the buyer.

28 **Sec. 4.** RCW 64.06.040 and 1994 c 200 s 5 are each amended to read  
29 as follows:

30 (1) If, after the date that a seller of residential real property  
31 completes a real property transfer disclosure statement, the seller  
32 becomes aware of additional information, or an adverse change occurs  
33 which makes any of the disclosures made inaccurate, the seller shall  
34 amend the real property transfer disclosure statement, and deliver the  
35 amendment to the buyer. No amendment shall be required, however, if  
36 the seller takes whatever corrective action is necessary so that the  
37 accuracy of the disclosure is restored, or the adverse change is

1 corrected, at least three business days prior to the closing date.  
2 Unless the ((~~adverse change is corrected or repaired~~)) corrective  
3 action is completed by the seller prior to the closing date, the buyer  
4 shall have the right to exercise one of the following two options: (a)  
5 Approving and accepting the amendment, or (b) rescinding the agreement  
6 of purchase and sale of the property within three business days after  
7 receiving the amended real property transfer disclosure statement.  
8 Acceptance or rescission shall be subject to the same procedures  
9 described in RCW 64.06.030. If the closing date provided in the  
10 purchase and sale agreement is scheduled to occur within the three\_  
11 business-day rescission period provided for in this section, the  
12 closing date shall be extended until the expiration of the three\_  
13 business-day rescission period. The buyer shall have no right of  
14 rescission if the seller takes whatever action is necessary so that the  
15 accuracy of the disclosure is restored at least three business days  
16 prior to the closing date.

17 (2) In the event any act, occurrence, or agreement arising or  
18 becoming known after the closing of a residential real property  
19 transfer causes a real property transfer disclosure statement to be  
20 inaccurate in any way, the seller of such property shall have no  
21 obligation to amend the disclosure statement, and the buyer shall not  
22 have the right to rescind the transaction under this chapter.

23 (3) If the seller in a residential real property transfer fails or  
24 refuses to provide to the prospective buyer a real property transfer  
25 disclosure statement as required under this chapter, the prospective  
26 buyer's right of rescission under this section shall apply until the  
27 earlier of three business days after receipt of the real property  
28 transfer disclosure statement or the date the transfer has closed,  
29 unless the buyer has otherwise waived the right of rescission in  
30 writing. Closing is deemed to occur when the buyer has paid the  
31 purchase price, or down payment, and the conveyance document, including  
32 a deed or real estate contract, from the seller has been delivered and  
33 recorded. After closing, the seller's obligation to deliver the real  
34 property transfer disclosure statement and the buyer's rights and  
35 remedies under this chapter shall terminate.

36 **Sec. 5.** RCW 64.06.050 and 1994 c 200 s 6 are each amended to read  
37 as follows:

38 (1) The seller of residential real property shall not be liable for

1 any error, inaccuracy, or omission in the real property transfer  
2 disclosure statement if the seller had no (~~personal~~) actual knowledge  
3 of the error, inaccuracy, or omission. Unless the seller of  
4 residential real property has actual knowledge of an error, inaccuracy,  
5 or omission in a real property transfer disclosure statement, the  
6 seller shall not be liable for such error, inaccuracy, or omission if  
7 the disclosure was based on information provided by public agencies, or  
8 by other persons providing information within the scope of their  
9 professional license or expertise, including, but not limited to, a  
10 report or opinion delivered by a land surveyor, title company, title  
11 insurance company, structural inspector, pest inspector, licensed  
12 engineer, or contractor.

13 (2) Any licensed real estate salesperson or broker involved in a  
14 residential real property transaction is not liable for any error,  
15 inaccuracy, or omission in the real property transfer disclosure  
16 statement if the licensee had no (~~personal~~) actual knowledge of the  
17 error, inaccuracy, or omission. Unless the salesperson or broker has  
18 actual knowledge of an error, inaccuracy, or omission in a real  
19 property transfer disclosure statement, the salesperson or broker shall  
20 not be liable for such error, inaccuracy, or omission if the disclosure  
21 was based on information provided by public agencies, or by other  
22 persons providing information within the scope of their professional  
23 license or expertise, including, but not limited to, a report or  
24 opinion delivered by a land surveyor, title company, title insurance  
25 company, structural inspector, pest inspector, licensed engineer, or  
26 contractor.

27 **Sec. 6.** RCW 64.06.070 and 1994 c 200 s 8 are each amended to read  
28 as follows:

29 Except as provided in RCW 64.06.050, nothing in this chapter shall  
30 extinguish or impair any rights or remedies of a buyer of real estate  
31 against the seller or against any agent acting for the seller otherwise  
32 existing pursuant to common law, statute, or contract; nor shall  
33 anything in this chapter create any new right or remedy for a buyer of  
34 residential real property other than the right of rescission exercised on  
35 the basis and within the time limits provided in this chapter.

36 NEW SECTION. **Sec. 7.** Section 2 of this act shall take effect  
37 January 1, 1996."

1 **SSB 5053** - H COMM AMD  
2 By Committee on Trade & Economic Development

3  
4 On page 1, line 1 of the title, after "disclosure;" strike the  
5 remainder of the title and insert "amending RCW 64.06.010, 64.06.020,  
6 64.06.030, 64.06.040, 64.06.050, and 64.06.070; and providing an  
7 effective date."

--- END ---