
SUBSTITUTE HOUSE BILL 1603

State of Washington

55th Legislature

1997 Regular Session

By House Committee on Commerce & Labor (originally sponsored by Representatives Clements, McMorris, Honeyford, L. Thomas, Mielke and Sullivan)

Read first time 03/05/97.

1 AN ACT Relating to residential real property transfers; adding a
2 new section to chapter 64.06 RCW; and creating a new section.

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

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 64.06 RCW
5 to read as follows:

6 In a transaction for the sale of new single-family, detached
7 residential real property, the seller or seller's agent shall deliver
8 to the buyer a lien information statement, unless the buyer expressly
9 waives the right to receive the statement, or unless the transfer is
10 exempt under RCW 64.06.010. The seller or seller's agent shall deliver
11 to the buyer the lien information statement by the fifth business day
12 after deposit of any interest money by the buyer, or preliminary
13 contract between the buyer and the seller for the purchase and sale of
14 single-family, detached residential real property. Upon delivery, the
15 seller or seller's agent shall read the lien information statement to
16 the buyer, and both the buyer and seller or seller's agent shall date
17 and sign the statement. The lien information statement is in addition
18 to, and is a part of, the real property transfer disclosure form
19 required under RCW 64.06.020. The lien information statement must be

1 substantially in the following form using bold, upper-case twelve-point
2 type, underlined, where appropriate:

3 **INSTRUCTIONS TO THE BUYER:**

4 **READ THIS NOTICE CAREFULLY.** FOR YOUR PROTECTION YOU MUST DATE AND SIGN THIS LIEN
5 INFORMATION STATEMENT. DELIVERY OF THIS STATEMENT BY THE SELLER OF THE PROPERTY
6 DESCRIBED BELOW MUST OCCUR BY THE FIFTH (5TH) BUSINESS DAY, UNLESS OTHERWISE AGREED
7 WITH THE SELLER, AFTER MUTUAL ACCEPTANCE OF A WRITTEN CONTRACT TO PURCHASE BETWEEN
8 YOU AND THE SELLER.

9 **PROTECT YOURSELF FROM PAYING TWICE**

10 SELLER:

11 BUYER:

12 RE: (DESCRIPTION OF PROPERTY: STREET ADDRESS OR GENERAL LOCATION.)
13 UNDER WASHINGTON LAW, THOSE WHO FURNISHED LABOR, PROFESSIONAL SERVICES, MATERIALS,
14 OR EQUIPMENT FOR THE CONSTRUCTION, REPAIR, REMODEL, OR ALTERATION OF THE ABOVE-
15 DESCRIBED PROPERTY, AND WHO WERE NOT PAID, HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR
16 PAYMENT AGAINST THE PROPERTY DESCRIBED ABOVE. THIS CLAIM IS KNOWN AS A
17 CONSTRUCTION LIEN.

18 **WE RECOMMEND THAT YOU DISCUSS ADDITIONAL TITLE INSURANCE OPTIONS, SUCH AS A RIDER**
19 **OR AN EXTENDED POLICY, WITH YOUR TITLE INSURANCE COMPANY TO PROTECT YOU FROM**
20 **LIABILITY FOR LEGALLY FILED LIENS AGAINST YOUR PROPERTY OF WHICH YOU MAY NOT BE**
21 **AWARE.** TO FIND OUT HOW THE LIEN LAW WORKS, YOU MAY CALL THE CONSUMER PROTECTION
22 DIVISION OF THE ATTORNEY GENERAL'S OFFICE AT TELEPHONE NUMBER 1-800-551-4636 (TTY
23 1-800-276-9883).

24 **Acknowledgment of seller:**

25 As seller(s) or agent of seller(s), I/we delivered this lien disclosure
26 statement to the buyer named above and acknowledge that this statement
27 was read to the buyer(s).

28 Seller/Seller's Agent: _____

29 Date: _____

30 Address: _____

31 Telephone: _____

32 **Acknowledgment of buyer:**

33 As buyer(s), I/we acknowledge receipt of this lien information
34 statement that was read to us by the seller or seller's agent.

35 Buyer: _____

36 Address: _____

37 Telephone: _____

1 NEW SECTION. **Sec. 2.** The lien information statement is for
2 information only and shall not be considered part of any written
3 agreement between the buyer and seller of residential real property.

--- END ---