
SENATE BILL 6647

State of Washington

55th Legislature

1998 Regular Session

By Senator Finkbeiner

Read first time 01/26/98. Referred to Committee on Government Operations.

1 AN ACT Relating to household water supply information on the real
2 estate seller's disclosure form; and amending RCW 64.06.020.

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

4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 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 format and that
11 contains, at a minimum, the following information:

12 INSTRUCTIONS TO THE SELLER

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

1 unless otherwise agreed, after mutual acceptance of a written contract
2 to 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"), OR AS 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 THREE BUSINESS
10 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
11 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
12 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
13 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. THE
23 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
24 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
25 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
26 INSPECTION, DEFECTS OR WARRANTIES.

27 Seller is/ is not occupying the property.

28 I. SELLER'S DISCLOSURES:

29 *If "Yes" attach a copy or explain. If necessary use an attached
30 sheet.

31 1. TITLE

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

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

36 (1) First right of refusal

- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

1
2
3
4 []Yes []No []Don't know *C. Are there any encroachments,
5 boundary agreements, or boundary
6 disputes?

7 []Yes []No []Don't know *D. Are there any rights of way,
8 easements, or access limitations that
9 may affect the owner's use of the
10 property?

11 []Yes []No []Don't know *E. Are there any written agreements
12 for joint maintenance of an easement or
13 right of way?

14 []Yes []No []Don't know *F. Is there any study, survey project,
15 or notice that would adversely affect
16 the property?

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

19 []Yes []No []Don't know *H. Are there any zoning violations,
20 nonconforming uses, or any unusual
21 restrictions on the subject property
22 that would affect future construction
23 or remodeling?

24 []Yes []No []Don't know *I. Is there a boundary survey for the
25 property?

26 []Yes []No []Don't know *J. Are there any covenants,
27 conditions, or restrictions which
28 affect the property?

29 **2. WATER**

30 A. Household Water

31 (1) The source of the water is
32 ((~~[]Public~~—~~[]Community~~
33 ~~[]Private~~—~~[]Shared~~))
34 []Private well serving only the
35 subject property
36 []Water system with two to
37 fourteen connections (state/
38 locally regulated)

[]Water system with fifteen or more connections (federally/state regulated)

What is the name and phone number of the current water system owner?

(2) Water source information:

*a. Are there any written agreements for shared water source?

*b. Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

*c. Are any known problems or repairs needed?

*d. Does the source provide an adequate year round supply of potable water?

*(3) Are there any water treatment systems for the property? []Leased []Owned

(4) Water quality information:

*a. Since assuming ownership of your property, have you experienced or been notified of any water quality problems?

*b. If the source is a private well, when was it last tested for water quality?
. . . . , 19. . . .

B. Irrigation

1 []Yes []No []Don't know (1) Are there any water rights for
 2 the property?
 3 []Yes []No []Don't know *(2) If they exist, to your
 4 knowledge, have the water rights
 5 been used during the last five-
 6 year period?
 7 []Yes []No []Don't know *(3) If so, is the certificate
 8 available?

9 C. Outdoor Sprinkler System

10 []Yes []No []Don't know (1) Is there an outdoor sprinkler
 11 system for the property?
 12 []Yes []No []Don't know *(2) Are there any defects in the
 13 outdoor sprinkler system?

14 **3. SEWER/SEPTIC SYSTEM**

15 A. The property is served by:
 16 []Public sewer main, []Septic tank
 17 system []Other disposal system
 18 (describe)
 19

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

23 C. Is the property currently subject to
 24 a sewer capacity charge?

25 D. If the property is connected to a
 26 septic system:

27 []Yes []No []Don't know (1) Was a permit issued for its
 28 construction, and was it approved
 29 by the city or county following
 30 its construction?

31 (2) When was it last pumped:
 32, 19. . .

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

35 []Don't know (4) When was it last inspected?
 36, 19. . .

37 By Whom:

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

1
2 []Yes []No []Don't know
3
4
5
6 []Yes []No []Don't know
7
8 []Yes []No []Don't know
9
10
11

. bedrooms
*E. Do all plumbing fixtures,
including laundry drain, go to the
septic/sewer system? If no,
explain:
*F. Are you aware of any changes
or repairs to the septic system?
G. Is the septic tank system,
including the drainfield, located
entirely within the boundaries of
the property?

12 **4. STRUCTURAL**

13 []Yes []No []Don't know
14 []Yes []No []Don't know
15 []Yes []No []Don't know
16
17
18 []Yes []No []Don't know
19
20 []Yes []No []Don't know
21
22 []Yes []No []Don't know
23
24
25
26 []Yes []No []Don't know
27
28
29
30
31
32 []Yes []No []Don't know
33
34

*A. Has the roof leaked?
If yes, has it been repaired?
*B. Have there been any
conversions, additions, or
remodeling?
*1. If yes, were all building
permits obtained?
*2. If yes, were all final
inspections obtained?
C. Do you know the age of the
house? If yes, year of original
construction:
.
*D. Do you know of any settling,
slippage, or sliding of either the
h o u s e o r o t h e r
structures/improvements located on
the property? If yes, explain:
.
*E. Do you know of any defects
with the following: (Please check
applicable items)

- | | | | |
|----|---------------|------------------|------------------|
| 35 | l Foundations | l Decks | l Exterior Walls |
| 36 | l Chimneys | l Interior Walls | l Fire Alarm |
| 37 | l Doors | l Windows | l Patio |
| 38 | l Ceilings | l Slab Floors | l Driveways |

1 | Pools | Hot Tub | Sauna
2 | Sidewalks | Outbuildings | Fireplaces
3 | Garage Floors | Walkways
4 | Other | Wood Stoves

5 []Yes []No []Don't know *F. Was a pest or dry rot,
6 structural or "whole house"
7 inspection done? When and by whom
8 was the inspection completed? . .

9 []Yes []No []Don't know *G. Since assuming ownership, has
10 your property had a problem with
11 wood destroying organisms and/or
12 have there been any problems with
13 pest control, infestations, or
14 vermin?

15 **5. SYSTEMS AND FIXTURES**

16 If the following systems or fixtures
17 are included with the transfer, do they
18 have any existing defects:

19 []Yes []No []Don't know *A. Electrical system, including
20 wiring, switches, outlets, and
21 service

22 []Yes []No []Don't know *B. Plumbing system, including
23 pipes, faucets, fixtures, and
24 toilets

25 []Yes []No []Don't know *C. Hot water tank

26 []Yes []No []Don't know *D. Garbage disposal

27 []Yes []No []Don't know *E. Appliances

28 []Yes []No []Don't know *F. Sump pump

29 []Yes []No []Don't know *G. Heating and cooling systems

30 []Yes []No []Don't know *H. Security system [] Owned []
31 Leased

32 *I. Other

33 **6. COMMON INTEREST**

34 []Yes []No []Don't know A. Is there a Home Owners'
35 Association? Name of Association
36

37 []Yes []No []Don't know B. Are there regular periodic
38 assessments:

\$. . . per Month Year
 Other

1
2
3 Yes No Don't know

*C. Are there any pending special assessments?

4
5 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)?

6
7
8
9
10
11

12 **7. GENERAL**

13 Yes No Don't know

*A. Is there any settling, soil, standing water, or drainage problems on the property?

14
15

16 Yes No Don't know

*B. Does the property contain fill material?

17

18 Yes No Don't know

*C. Is there any material damage to the property or any of the structure from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

19
20
21
22

23 Yes No Don't know

D. Is the property in a designated flood plain?

24

25 Yes No Don't know

*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

26
27
28
29
30
31
32
33

34 Yes No Don't know

*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

35
36
37

1 []Yes []No []Don't know *G. Has the property ever been
2 used as an illegal drug
3 manufacturing site?

4 **8. FULL DISCLOSURE BY SELLERS**

5 A. Other conditions or defects:

6 []Yes []No []Don't know *Are there any other material defects
7 affecting this property or its value
8 that a prospective buyer should know
9 about?

10 B. Verification:

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

20 DATE SELLER SELLER

21 **II. BUYER'S ACKNOWLEDGMENT**

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

26 B. Each buyer acknowledges and understands that the
27 disclosures set forth in this statement and in
28 any amendments to this statement are made only by
29 the seller.

30 C. Buyer (which term includes all persons signing
31 the "buyer's acceptance" portion of this
32 disclosure statement below) hereby acknowledges
33 receipt of a copy of this disclosure statement
34 (including attachments, if any) bearing seller's
35 signature.

36 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
37 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF
38 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE

1 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
2 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED
3 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS
4 RIGHT OF RESCISSION.

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

9 DATE BUYER BUYER

10 (2) The real property transfer disclosure statement shall be for
11 disclosure only, and shall not be considered part of any written
12 agreement between the buyer and seller of residential real property.
13 The real property transfer disclosure statement shall be only a
14 disclosure made by the seller, and not any real estate licensee
15 involved in the transaction, and shall not be construed as a warranty
16 of any kind by the seller or any real estate licensee involved in the
17 transaction.

--- END ---