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SENATE BILL 5566

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State of Washington

56th Legislature

1999 Regular Session

By Senator Patterson

Read first time . Referred to Committee on .

1 AN ACT Relating to disclosure of written agreements that may have  
2 future implications to a buyer of residential real property; amending  
3 RCW 64.06.020; and providing an effective date.

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

5 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read  
6 as follows:

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

13 INSTRUCTIONS TO THE SELLER

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

1 disclosure statement must occur not later than five business days,  
2 unless otherwise agreed, after mutual acceptance of a written contract  
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

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

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

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

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

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

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

32 **1. TITLE**

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

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

- (1) First right of refusal
- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

1  
2  
3  
4  
5 [ ]Yes [ ]No [ ]Don't know

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

6  
7  
8 [ ]Yes [ ]No [ ]Don't know

\*D. Are there any rights of way, easements, or access limitations that may affect the owner's use of the property?

9  
10  
11  
12 [ ]Yes [ ]No [ ]Don't know

\*E. Are there any written agreements for joint maintenance of an easement or right of way?

13  
14  
15 [ ]Yes [ ]No [ ]Don't know

\*F. Is there any study, survey project, or notice that would adversely affect the property?

16  
17  
18 [ ]Yes [ ]No [ ]Don't know

\*G. Are there any pending or existing assessments against the property?

19  
20 [ ]Yes [ ]No [ ]Don't know

\*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the subject property that would affect future construction or remodeling?

21  
22  
23  
24  
25 [ ]Yes [ ]No [ ]Don't know

\*I. Is there a boundary survey for the property?

26  
27 [ ]Yes [ ]No [ ]Don't know

\*J. Are there any covenants, conditions, or restrictions which affect the property?

28  
29  
30 [ ]Yes [ ]No [ ]Don't know

\*K. Are there any written agreements that may have future financial implications to a buyer of the property, including but not limited to agreements regarding local improvement districts under chapter 35.43 RCW, or transportation impact fees under chapter 39.92 RCW?

38 **2. WATER**

39 A. Household Water

1  
2  
3  
4  
5 [ ]Yes [ ]No [ ]Don't know  
6  
7  
8 [ ]Yes [ ]No [ ]Don't know  
9  
10  
11  
12  
13 [ ]Yes [ ]No [ ]Don't know  
14  
15  
16 [ ]Yes [ ]No [ ]Don't know  
17  
18  
19  
20 [ ]Yes [ ]No [ ]Don't know  
21  
22  
23  
24 [ ]Yes [ ]No [ ]Don't know  
25  
26 [ ]Yes [ ]No [ ]Don't know  
27  
28  
29  
30 [ ]Yes [ ]No [ ]Don't know  
31  
32  
33 [ ]Yes [ ]No [ ]Don't know  
34  
35 [ ]Yes [ ]No [ ]Don't know  
36

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

(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

B. Irrigation

(1) Are there any water rights for the property?  
\*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?

\*(3) If so, is the certificate available?

C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property?

\*(2) Are there any defects in the outdoor sprinkler system?

**3. SEWER/SEPTIC SYSTEM**

A. The property is served by:  
[ ]Public sewer main, [ ]Septic tank

1 system Other disposal system  
2 (describe)  
3 . . . . .  
4 Yes No Don't know B. If the property is served by a  
5 public or community sewer main, is the  
6 house connected to the main?  
7 C. Is the property currently subject to  
8 a sewer capacity charge?  
9 D. If the property is connected to a  
10 septic system:  
11 Yes No Don't know (1) Was a permit issued for its  
12 construction, and was it approved  
13 by the city or county following  
14 its construction?  
15 (2) When was it last pumped:  
16 . . . . ., 19. . .  
17 Yes No Don't know \*(3) Are there any defects in the  
18 operation of the septic system?  
19 Don't know (4) When was it last inspected?  
20 . . . . ., 19. . .  
21 By Whom: . . . . .  
22 Don't know (5) How many bedrooms was the  
23 system approved for?  
24 . . . . . bedrooms  
25 Yes No Don't know \*E. Do all plumbing fixtures,  
26 including laundry drain, go to the  
27 septic/sewer system? If no,  
28 explain: . . . . .  
29 Yes No Don't know \*F. Are you aware of any changes  
30 or repairs to the septic system?  
31 Yes No Don't know G. Is the septic tank system,  
32 including the drainfield, located  
33 entirely within the boundaries of  
34 the property?

35 **4. STRUCTURAL**

36 Yes No Don't know \*A. Has the roof leaked?  
37 Yes No Don't know If yes, has it been repaired?

1 [ ]Yes [ ]No [ ]Don't know

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

2  
3

4 [ ]Yes [ ]No [ ]Don't know

\*1. If yes, were all building permits obtained?

5

6 [ ]Yes [ ]No [ ]Don't know

\*2. If yes, were all final inspections obtained?

7

8 [ ]Yes [ ]No [ ]Don't know

C. Do you know the age of the house? If yes, year of original construction:

9

10

11

. . . . .

12 [ ]Yes [ ]No [ ]Don't know

\*D. Do you know of any settling, slippage, or sliding of either the house or other structures/improvements located on the property? If yes, explain:

13

14

15

16

17

. . . . .

18 [ ]Yes [ ]No [ ]Don't know

\*E. Do you know of any defects with the following: (Please check applicable items)

19

20

- |    |  |   |   |
|----|--|---|---|
| 21 | <input type="checkbox"/> Foundations   | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls |
| 22 | <input type="checkbox"/> Chimneys      | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm     |
| 23 | <input type="checkbox"/> Doors         | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio          |
| 24 | <input type="checkbox"/> Ceilings      | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways      |
| 25 | <input type="checkbox"/> Pools         | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna          |
| 26 | <input type="checkbox"/> Sidewalks     | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces     |
| 27 | <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways       |   |
| 28 | <input type="checkbox"/> Other         | <input type="checkbox"/> Wood Stoves    |   |

29 [ ]Yes [ ]No [ ]Don't know

\*F. Was a pest or dry rot, structural or "whole house" inspection done? When and by whom was the inspection completed? . .

30

31

32

33 [ ]Yes [ ]No [ ]Don't know

\*G. Since assuming ownership, has your property had a problem with wood destroying organisms and/or have there been any problems with pest control, infestations, or vermin?

34

35

36

37

38

1 **5. SYSTEMS AND FIXTURES**

2 If the following systems or fixtures  
3 are included with the transfer, do they  
4 have any existing defects:

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

19 **6. COMMON INTEREST**

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

36 **7. GENERAL**

1 [ ]Yes [ ]No [ ]Don't know

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

2  
3  
4 [ ]Yes [ ]No [ ]Don't know

\*B. Does the property contain fill material?

5  
6 [ ]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?

7  
8  
9  
10  
11 [ ]Yes [ ]No [ ]Don't know

D. Is the property in a designated flood plain?

12  
13 [ ]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?

14  
15  
16  
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21  
22 [ ]Yes [ ]No [ ]Don't know

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

23  
24  
25  
26 [ ]Yes [ ]No [ ]Don't know

\*G. Has the property ever been used as an illegal drug manufacturing site?

27  
28

29 **8. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

30  
31 [ ]Yes [ ]No [ ]Don't know

\*Are there any other material defects affecting this property or its value that a prospective buyer should know about?

B. Verification:

32  
33  
34  
35  
36 The foregoing answers and attached  
37 explanations (if any) are complete and  
38 correct to the best of my/our knowledge  
39 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 . . . . .

**II. BUYER'S ACKNOWLEDGMENT**

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

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS RIGHT OF RESCISSION.

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

DATE . . . . . BUYER . . . . . BUYER . . . . .

(2) The real property transfer disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential real property. The real property transfer disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee

1 involved in the transaction, and shall not be construed as a warranty  
2 of any kind by the seller or any real estate licensee involved in the  
3 transaction.

4 NEW SECTION. **Sec. 2.** This act takes effect January 1, 2000.

--- END ---