
ENGROSSED SUBSTITUTE HOUSE BILL 1056

State of Washington

58th Legislature

2003 Regular Session

By House Committee on Financial Institutions & Insurance (originally sponsored by Representatives Simpson and Campbell)

READ FIRST TIME 02/17/03.

1 AN ACT Relating to notifying home buyers of where information
2 regarding registered sex offenders may be obtained; amending RCW
3 64.06.020; adding a new section to chapter 64.06 RCW; and creating a
4 new section.

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

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

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

14 INSTRUCTIONS TO THE SELLER

15 Please complete the following form. Do not leave any spaces blank. If
16 the question clearly does not apply to the property write "NA". If the

1 answer is "yes" to any * items, please explain on attached sheets.
2 Please refer to the line number(s) of the question(s) when you provide
3 your explanation(s). For your protection you must date and sign each
4 page of this disclosure statement and each attachment. Delivery of the
5 disclosure statement must occur not later than five business days,
6 unless otherwise agreed, after mutual acceptance of a written contract
7 to purchase between a buyer and a seller.

8 NOTICE TO THE BUYER

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

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

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

32 Seller is/ is not occupying the property.

33 I. SELLER'S DISCLOSURES:

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

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1. TITLE

- Yes No Don't know A. Do you have legal authority to sell the property?
- Yes No Don't know *B. Is title to the property subject to any of the following?
- (1) First right of refusal
 - (2) Option
 - (3) Lease or rental agreement
 - (4) Life estate?
- Yes No Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?
- 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?
- Yes No Don't know *E. Are there any written agreements for joint maintenance of an easement or right of way?
- Yes No Don't know *F. Is there any study, survey project, or notice that would adversely affect the property?
- Yes No Don't know *G. Are there any pending or existing assessments against the property?
- 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?
- Yes No Don't know *I. Is there a boundary survey for the property?
- Yes No Don't know *J. Are there any covenants, conditions, or restrictions which affect the property?

2. WATER

- A. Household Water
- (1) The source of the water is
 - Public Community
 - Private Shared
 - (2) Water source information:

1 Yes No Don't know *a. Are there any written
2 agreements for shared
3 water source?
4 Yes No Don't know *b. Is there an easement
5 (recorded or unrecorded)
6 for access to and/or
7 maintenance of the water
8 source?
9 Yes No Don't know *c. Are any known
10 problems or repairs
11 needed?
12 Yes No Don't know *d. Does the source
13 provide an adequate year
14 round supply of potable
15 water?
16 Yes No Don't know *(3) Are there any water
17 treatment systems for the
18 property? Leased Owned

19 **B. Irrigation**

20 Yes No Don't know (1) Are there any water rights
21 for the property?
22 Yes No Don't know *(2) If they exist, to your
23 knowledge, have the water
24 rights been used during the
25 last five-year period?
26 Yes No Don't know *(3) If so, is the certificate
27 available?

28 **C. Outdoor Sprinkler System**

29 Yes No Don't know (1) Is there an outdoor
30 sprinkler system for the
31 property?
32 Yes No Don't know *(2) Are there any defects in
33 the outdoor sprinkler system?

34 **3. SEWER/SEPTIC SYSTEM**

35 **A. The property is served by:**
36 Public sewer main, Septic tank
37 system Other disposal system
38 (describe)
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40 Yes No Don't know **B.** If the property is served by a
41 public or community sewer main,
42 is the house connected to the
43 main?

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

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

(1) Was a permit issued for its
construction, and was it
approved by the city or county
following its construction?

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

* (3) Are there any defects in
the operation of the septic
system?

(4) When was it last
inspected?
....., 19...
By Whom:

(5) How many bedrooms was
the system approved for?
..... 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?

4. STRUCTURAL

*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:
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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?

Yes No Don't know *F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

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

8. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

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:

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

((H.)) 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

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

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

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

25 DATE BUYER BUYER

26 (2) The real property transfer disclosure statement shall be for
 27 disclosure only, and shall not be considered part of any written
 28 agreement between the buyer and seller of residential real property.
 29 The real property transfer disclosure statement shall be only a
 30 disclosure made by the seller, and not any real estate licensee
 31 involved in the transaction, and shall not be construed as a warranty
 32 of any kind by the seller or any real estate licensee involved in the
 33 transaction.

34 NEW SECTION. **Sec. 2.** A new section is added to chapter 64.06 RCW
 35 to read as follows:

36 The notice regarding sex offenders under RCW 64.06.020 does not
 37 create any legal duty on the part of the seller, or on the part of any
 38 real estate licensee, to investigate or to provide the buyer with
 39 information regarding the actual presence, or lack thereof, of

1 registered sex offenders in the area of any property, including but not
2 limited to any property that is the subject of a disclosure or waiver
3 of disclosure under this chapter, or that is exempt from disclosure
4 under RCW 64.06.010.

5 NEW SECTION. **Sec. 3.** This act applies prospectively only and not
6 retroactively. It applies only to residential real property purchase
7 and sale agreements entered into on or after the effective date of this
8 act, without regard to when the agreements are closed.

--- END ---