
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
17 answer is "yes" to any * items, please explain on attached sheets.
18 Please refer to the line number(s) of the question(s) when you provide

1 your explanation(s). For your protection you must date and sign each
2 page of this disclosure statement and each attachment. Delivery of the
3 disclosure statement must occur not later than five business days,
4 unless otherwise agreed, after mutual acceptance of a written contract
5 to purchase between a buyer and a seller.

6 NOTICE TO THE BUYER

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

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

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

30 Seller is/ is not occupying the property.

31 I. SELLER'S DISCLOSURES:

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

33 1. TITLE

1 Yes No Don't know A. Do you have legal authority to
2 sell the property?
3 Yes No Don't know *B. Is title to the property subject
4 to any of the following?
5 (1) First right of refusal
6 (2) Option
7 (3) Lease or rental agreement
8 (4) Life estate?
9 Yes No Don't know *C. Are there any encroachments,
10 boundary agreements, or boundary
11 disputes?
12 Yes No Don't know *D. Are there any rights of way,
13 easements, or access limitations
14 that may affect the owner's use of
15 the property?
16 Yes No Don't know *E. Are there any written
17 agreements for joint maintenance
18 of an easement or right of way?
19 Yes No Don't know *F. Is there any study, survey
20 project, or notice that would
21 adversely affect the property?
22 Yes No Don't know *G. Are there any pending or
23 existing assessments against the
24 property?
25 Yes No Don't know *H. Are there any zoning
26 violations, nonconforming uses, or
27 any unusual restrictions on the
28 subject property that would affect
29 future construction or remodeling?
30 Yes No Don't know *I. Is there a boundary survey for
31 the property?
32 Yes No Don't know *J. Are there any covenants,
33 conditions, or restrictions which
34 affect the property?
35

36
37 **2. WATER**

A. Household Water
38 (1) The source of the water is
 Public Community
39 Private Shared
40 (2) Water source information:
41 *a. Are there any written
42 agreements for shared
43 water source?

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Yes No Don't know

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

Yes No Don't know

*c. Are any known problems or repairs needed?

Yes No Don't know

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

Yes No Don't know

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

B. Irrigation

Yes No Don't know

(1) Are there any water rights for the property?

Yes No Don't know

*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?

Yes No Don't know

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

C. Outdoor Sprinkler System

Yes No Don't know

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

Yes No Don't know

*(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 system Other disposal system (describe)

.....

Yes No Don't know

B. If the property is served by a public or community sewer main, is the house connected to the main?

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

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

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(1) Was a permit issued for its
2							construction, and was it
3							approved by the city or county
4							following its construction?
5							(2) When was it last pumped:
6						, 19...
7	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (3) Are there any defects in
8							the operation of the septic
9							system?
10					<input type="checkbox"/>	Don't know	(4) When was it last
11							inspected?
12						, 19...
13							By Whom:
14					<input type="checkbox"/>	Don't know	(5) How many bedrooms was
15							the system approved for?
16						 bedrooms
17	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Do all plumbing fixtures,
18							including laundry drain, go to the
19							septic/sewer system? If no,
20							explain:
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are you aware of any changes
22							or repairs to the septic system?
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	G. Is the septic tank system,
24							including the drainfield, located
25							entirely within the boundaries of
26							the property?
27							4. STRUCTURAL
28	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Has the roof leaked?
29	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	If yes, has it been repaired?
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Have there been any
31							conversions, additions, or
32							remodeling?
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*1. If yes, were all building
34							permits obtained?
35	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*2. If yes, were all final
36							inspections obtained?
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Do you know the age of the
38							house? If yes, year of original
39							construction:
40						

1 Yes No Don't know *D. Do you know of any settling,
2 slippage, or sliding of either the
3 house or other
4 structures/improvements located
5 on the property? If yes, explain:
6

7 Yes No Don't know *E. Do you know of any defects
8 with the following: (Please check
9 applicable items)

- 10 Foundations Decks Exterior Walls
- 11 Chimneys Interior Walls Fire Alarm
- 12 Doors Windows Patio
- 13 Ceilings Slab Floors Driveways
- 14 Pools Hot Tub Sauna
- 15 Sidewalks Outbuildings Fireplaces
- 16 Garage Floors Walkways
- 17 Other Wood Stoves

18 Yes No Don't know *F. Was a pest or dry rot,
19 structural or "whole house"
20 inspection done? When and by
21 whom was the inspection
22 completed?

23 Yes No Don't know *G. Since assuming ownership,
24 has your property had a problem
25 with wood destroying organisms
26 and/or have there been any
27 problems with pest control,
28 infestations, or vermin?

5. SYSTEMS AND FIXTURES

30 If the following systems or fixtures
31 are included with the transfer, do
32 they have any existing defects:

33 Yes No Don't know *A. Electrical system,
34 including wiring, switches,
35 outlets, and service

36 Yes No Don't know *B. Plumbing system,
37 including pipes, faucets,
38 fixtures, and toilets

39 Yes No Don't know *C. Hot water tank

40 Yes No Don't know *D. Garbage disposal

41 Yes No Don't know *E. Appliances

42 Yes No Don't know *F. Sump pump

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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

II. ADDITIONAL STATUTORY NOTIFICATION TO BUYER

State law requires the following disclosure statement of general information be included anytime this form is used in a residential real estate transaction:

NOTICE TO THE BUYER

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS IN
2 YOUR AREA MAY BE OBTAINED FROM YOUR COUNTY SHERIFF.
3 THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE
4 TO OBTAIN THIS INFORMATION AND IS NOT AN ASSERTION OF
5 THE PRESENCE, OR LACK THEREOF, OF REGISTERED SEX
6 OFFENDERS IN YOUR AREA, OR IN THE AREA OF THIS
7 PROPERTY.

8 **III. BUYER'S ACKNOWLEDGMENT**

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

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

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

33 DATE BUYER BUYER

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

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

3 The notice regarding sex offenders under RCW 64.06.020 does not
4 create any legal duty on the part of the seller, or on the part of any
5 real estate licensee, to investigate or to provide the buyer with
6 information regarding the actual presence, or lack thereof, of
7 registered sex offenders in the area of any property, including but not
8 limited to any property that is the subject of a disclosure or waiver
9 of disclosure under this chapter, or that is exempt from disclosure
10 under RCW 64.06.010.

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

--- END ---