

---

HOUSE BILL 2417

---

State of Washington                      58th Legislature                      2004 Regular Session

By Representatives Simpson, G., Hudgins, Morrell, Sullivan, Chase, Rockefeller and Schual-Berke

Read first time 01/14/2004.      Referred to Committee on Financial Institutions & Insurance.

1            AN ACT Relating to notifying home buyers or tenants of where  
2 information regarding registered sex offenders may be obtained;  
3 amending RCW 64.06.020; adding a new section to chapter 64.06 RCW;  
4 adding a new section to chapter 59.04 RCW; adding a new section to  
5 chapter 59.18 RCW; adding a new section to chapter 59.20 RCW; and  
6 creating a new section.

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

8            **Sec. 1.** RCW 64.06.020 and 2003 c 200 s 1 are each amended to read  
9 as follows:

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

16 INSTRUCTIONS TO THE SELLER

17 Please complete the following form. Do not leave any spaces blank. If  
18 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 SELLER ABOUT THE CONDITION OF THE  
10 PROPERTY LOCATED AT . . . . .  
11 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

12 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
13 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
14 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
15 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
16 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
17 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
18 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
19 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
20 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
21 THE TIME YOU ENTER INTO A SALE AGREEMENT.

22 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE  
23 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS  
24 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF  
25 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
28 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
29 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
30 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
31 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
32 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
33 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
34 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
35 WARRANTIES.

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**I. SELLER'S DISCLOSURES:**

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

**1. TITLE**

- Yes     No     Don't know    A. Do you have legal authority to sell the property? If no, please explain.
- 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 Buyer'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 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 water for the property is:
    - Private or publicly owned water system
    - Private well serving only the subject property . . . . .
    - \* Other water system







1  
2  
3  
4  
5  
6  
7  
8  
9

\*B. If any of the following fixtures  
or property is included with the  
transfer, are they leased? (If yes,  
please attach copy of lease.)

Yes     No     Don't know    Security system . . . . .

Yes     No     Don't know    Tanks (type): . . . . .

Yes     No     Don't know    Satellite dish . . . . .

Other: . . . . .

**6. COMMON INTERESTS**

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Yes     No     Don't know    A. Is there a Home Owners'  
Association? Name of Association  
. . . . .

Yes     No     Don't know    B. Are there regular periodic  
assessments:  
\$ . . . . per  Month  Year  
 Other . . . . .

Yes     No     Don't know    \*C. Are there any pending special  
assessments?

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)?

**7. GENERAL**

26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

Yes     No     Don't know    \*A. Have there been any drainage  
problems on the property?

Yes     No     Don't know    \*B. Does the property contain fill  
material?

Yes     No     Don't know    \*C. Is there any material damage to the  
property from fire, wind, floods, beach  
movements, earthquake, expansive soils,  
or landslides?

Yes     No     Don't know    D. Is the property in a designated flood  
plain?

Yes     No     Don't know    \*E. Are there any substances, materials,  
or products on the property that may be  
environmental concerns, such as  
asbestos, formaldehyde, radon gas, lead-  
based paint, fuel or chemical storage  
tanks, or contaminated soil or water ?

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

Yes     No     Don't know    \*H. Are there any radio towers in the  
area that may cause interference with  
telephone reception?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**8. MANUFACTURED AND MOBILE HOMES**

If the property includes a manufactured or mobile home,

- Yes     No     Don't know    \*A. Did you make any alterations to the home? If yes, please describe the alterations: .....
- Yes     No     Don't know    \*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations: .....
- Yes     No     Don't know    \*C. If alterations were made, were permits or variances for these alterations obtained?

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

- Yes     No     Don't know    \*Are there any other existing material defects affecting the property 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 .....

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**

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.



- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
- 2 estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
 13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
 15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
 17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER  
 19 DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE  
 20 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
 21 AGREEMENT.

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

26 (2) If the disclosure statement is being completed for new  
 27 construction which has never been occupied, the disclosure statement is  
 28 not required to contain and the seller is not required to complete the  
 29 questions listed in item 4. Structural or item 5. Systems and  
 30 Fixtures.

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

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

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

9 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.04 RCW  
10 to read as follows:

11 (1) All leases, rental agreements, contracts, or other documents  
12 relating to the creation of a tenancy must provide the tenant with a  
13 conspicuous, written notice regarding sex offenders that contains the  
14 following information:

15 NOTICE TO THE TENANT:

16 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM  
17 LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM  
18 YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE  
19 PRESENCE OF REGISTERED SEX OFFENDERS.

20 (2) The notice regarding sex offenders required under this section  
21 does not create any legal duty on the part of the landlord to  
22 investigate or to provide the tenant with information regarding the  
23 actual presence, or lack thereof, of registered sex offenders in the  
24 area of any rental property.

25 NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18 RCW  
26 to read as follows:

27 (1) All rental agreements must provide the tenant with a  
28 conspicuous, written notice regarding sex offenders that contains the  
29 following information:

30 NOTICE TO THE TENANT:

31 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM  
32 LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM  
33 YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE  
34 PRESENCE OF REGISTERED SEX OFFENDERS.

1 (2) The notice regarding sex offenders required under this section  
2 does not create any legal duty on the part of the landlord to  
3 investigate or to provide the tenant with information regarding the  
4 actual presence, or lack thereof, of registered sex offenders in the  
5 area of any rental property.

6 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.20 RCW  
7 to read as follows:

8 (1) All rental agreements must provide the tenant with a  
9 conspicuous, written notice regarding sex offenders that contains the  
10 following information:

11 NOTICE TO THE TENANT:

12 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM  
13 LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM  
14 YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE  
15 PRESENCE OF REGISTERED SEX OFFENDERS.

16 (2) The notice regarding sex offenders required under this section  
17 does not create any legal duty on the part of the landlord to  
18 investigate or to provide the tenant with information regarding the  
19 actual presence, or lack thereof, of registered sex offenders in the  
20 area of any rental property.

21 NEW SECTION. **Sec. 6.** This act applies prospectively only and not  
22 retroactively. It applies only to residential real property purchase  
23 and sale agreements, rental agreements, and leases entered into on or  
24 after the effective date of this act, without regard to when the  
25 agreements are closed or finalized.

--- END ---