S-1562.1		
S-1307.1		

## SENATE BILL 5951

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State of Washington 58th Legislature 2003 Regular Session

By Senators Prentice, Kastama, Franklin and Rasmussen

Read first time 02/24/2003. Referred to Committee on Financial Services, Insurance & Housing.

- 1 AN ACT Relating to the duty of a residential real property buyer to
- 2 check for public information regarding known criminals or criminal
- 3 activity; and amending RCW 64.06.020.
- 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

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1	page of this disclosure statement and each attachment. Delivery of the
2	disclosure statement must occur not later than five business days,
3	unless otherwise agreed, after mutual acceptance of a written contract
4	to purchase between a buyer and a seller.
5	NOTICE TO THE BUYER
6	THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
7	CONDITION OF THE PROPERTY LOCATED AT
8	("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
9	DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
10	BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
11	DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS
12	DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
13	SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
14	YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
15	UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
16	AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
17	NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
18	THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
19	PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.
20	FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
21	PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
22	QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
23	EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
24	ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
25	PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
26	OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
27	PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
28	INSPECTION, DEFECTS OR WARRANTIES.
29	Seller is/ is not occupying the property.
30	I. SELLER'S DISCLOSURES:
31	*If "Yes" attach a copy or explain. If necessary use an attached sheet.
32	1. TITLE
33	[] Yes [] No [] Don't know A. Do you have legal authority to

sell the property?

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34

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

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1 2	[] Yes	[] No	[] Don't know	*b. Is there an easement (recorded or unrecorded)
3 4				for access to and/or maintenance of the water
5				source?
6	[] Yes	[] No	[] Don't know	*c. Are any known
7				problems or repairs
8				needed?
9	[] Yes	[] No	[] Don't know	*d. Does the source
10				provide an adequate year
11				round supply of potable
12	[ ] W	[ ] NI-	[] Dk-l	water?
13 14	[] Yes	[] No	[] Don't know	*(3) Are there any water treatment systems for the
15				property? [ ]Leased [ ]Owned
16				B. Irrigation
17	[]Yes	[] No	[] Don't know	(1) Are there any water rights
18	[] TCS	[]110	[] Don't know	for the property?
19	[]Yes	[] No	[] Don't know	*(2) If they exist, to your
20	[] 103	[]110	[] Don't know	knowledge, have the water
21				rights been used during the
22				last five-year period?
23	[]Yes	[] No	[] Don't know	*(3) If so, is the certificate
24				available?
25				C. Outdoor Sprinkler System
26	[] Yes	[] No	[] Don't know	(1) Is there an outdoor
27				sprinkler system for the
28				property?
29	[] Yes	[] No	[] Don't know	*(2) Are there any defects in
30				the outdoor sprinkler system?
31				3. SEWER/SEPTIC SYSTEM
32				A. The property is served by: []
33				Public sewer main, [] Septic tank
34				system [ ] Other disposal system
35				(describe)
36				
37	[] Yes	[] No	[] Don't know	B. If the property is served by a
38				public or community sewer main,
39				is the house connected to the
40				main?
41				C. Is the property currently
42				subject to a sewer capacity charge?
43				D. If the property is connected to
44				a septic system:

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1	[ ] Yes	[] No	[] 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	[] Yes	[] No	[] Don't know	*(3) Are there any defects in
8				the operation of the septic
9				system?
10			[] Don't know	(4) When was it last
11				inspected?
12				, 19
13				By Whom:
14			[] Don't know	(5) How many bedrooms was
15				the system approved for?
16				bedrooms
17	[] Yes	[] No	[] Don't know	*E. Do all plumbing fixtures,
18				including laundry drain, go to the
19				septic/sewer system? If no,
20				explain:
21	[] Yes	[] No	[] Don't know	*F. Are you aware of any changes
22				or repairs to the septic system?
23	[ ] Yes	[] No	[] 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	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
29	[] Yes	[] No	[] Don't know	If yes, has it been repaired?
30	[] Yes	[] No	[] Don't know	*B. Have there been any
31				conversions, additions, or
32				remodeling?
33	[] Yes	[] No	[] Don't know	*1. If yes, were all building
34				permits obtained?
35	[] Yes	[] No	[] Don't know	*2. If yes, were all final
36				inspections obtained?
37	[] Yes	[] No	[] Don't know	C. Do you know the age of the
38				house? If yes, year of original
39				construction:
40				

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1 2	[ ] Yes	[] No	[] Don't	know	slippage, or sl	know of any settling, liding of either the
3 4					house or othe	
5						provements located ty? If yes, explain:
6						
7	[]Yes	[] No	[] Don't	know		know of any defects
8	[] 103	[]110	[]Don't	i kiio w	•	wing: (Please check
9					applicable ite	_
10	- F	1-4:		- DI-		
11		oundations nimneys	i	□ Decks	or Walls	<ul><li>□ Exterior Walls</li><li>□ Fire Alarm</li></ul>
		•		□ Wind		□ Patio
12						
13	□ Pc	eilings		□ Hot T		□ Driveways □ Sauna
		dewalks				
15		uewaiks arage Floc			C	□ Fireplaces
16	□ O:	Ü	ors	□ Walk	•	
17	□ <b>O</b> I	iner		□ wood	Stoves	
18	[] Yes	[] No	[] Don't	know	*F. Was a	pest or dry rot,
19					structural or	r "whole house"
20					inspection do	one? When and by
21					whom was	1
22						
23	[] Yes	[] No	[] Don't	know		suming ownership,
24						perty had a problem
25						stroying organisms
26 27						here been any h pest control,
28					infestations, o	_
29					inicatations, c	n vermin.
2.7					5. SYSTEMS	S AND FIXTURES
30						ng systems or fixtures
31						with the transfer, do
32						existing defects:
33	[] Yes	[] No	[] Don't	know		trical system,
34					_	wiring, switches,
35						nd service
36	[] Yes	[] No	[] Don't	know		nbing system,
37					•	pipes, faucets,
38	F 1 37	[ ] N.	LID "	. 1		and toilets
39	[] Yes	[] No	[] Don't			water tank
40	[] Yes	[] No	[] Don't			page disposal
41	[] Yes	[] No	[] Don't		*E. Appl	
42	[] Yes	[ ] No	[] Don't	know	*F. Sum	p pump

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1	[] Yes	[] No	[] Don't know	*G. Heating and cooling
2				systems
3	[] Yes	[] No	[] Don't know	*H. Security system
4				[] Owned [] Leased
5				*I. Other
6				6. COMMON INTEREST
7	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
8				Association? Name of Association
9				
10	[] Yes	[] No	[] Don't know	B. Are there regular periodic
11				assessments:
12				\$ per [ ] Month [ ] Year
13				[ ] Other
14	[] Yes	[] No	[] Don't know	*C. Are there any pending special
15	[]	[]	[]= **** **** ***	assessments?
16	[]Yes	[] No	[] Don't know	*D. Are there any shared
17	[] 100	[]1.0	[] 2011 ( 11110 !!	"common areas" or any joint
18				maintenance agreements (facilities
19				such as walls, fences, landscaping,
20				pools, tennis courts, walkways, or
21				other areas co-owned in undivided
22				interest with others)?
23				
				7. GENERAL
24	[] Yes	[] No	[] Don't know	*A. Is there any settling, soil,
25				standing water, or drainage
26				problems on the property?
27	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
28				material?
29	[] Yes	[] No	[] Don't know	*C. Is there any material damage
30				to the property or any of the
31				structure from fire, wind, floods,
32				beach movements, earthquake,
33				expansive soils, or landslides?
34	[] Yes	[] No	[] Don't know	D. Is the property in a designated
35				flood plain?

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1	[] Yes [	] No	[] Don't know	*E. Are there any substances,
2				materials, or products that may be
3				an environmental hazard such as,
4				but not limited to, asbestos,
5				formaldehyde, radon gas, lead-
6				based paint, fuel or chemical
7				storage tanks, and contaminated
8				soil or water on the subject
9				property?
10	[] Yes [	] No	[] Don't know	*F. Are there any tanks or
11				underground storage tanks (e.g.,
12				chemical, fuel, etc.) on the
13				property?
14	[] Yes [	] No	[] Don't know	*G. Has the property ever been
15				used as an illegal drug
16				manufacturing site?
17				8. FULL DISCLOSURE BY
18				SELLERS
19				A. Other conditions or defects:
20	[] Yes [	] No	[] Don't know	*Are there any other material
21				defects affecting this property or its
22				value that a prospective buyer
23				should know about?
24				B. Verification:
25				The foregoing answers and
26				attached explanations (if any) are
27				complete and correct to the best of
28				my/our knowledge and I/we have
29				received a copy hereof. I/we
30				authorize all of my/our real estate
31				licensees, if any, to deliver a copy
32				of this disclosure statement to
33				other real estate licensees and all
34				prospective buyers of the property.
35	DATE		SELLER	SELLER
36	т	I BIIVI	ER'S ACKNOW	I FDCMENT
37	1			acknowledge the duty to pay diligent
38				naterial defects which are known to
39			•	nown to me/us by utilizing diligent
40				ervation. This may include checking
40				forcement for any public information
42				criminals or criminal activity.
42			regarding KHOWII	ermmais of erminial activity.

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2	disclosures set forth in this statement and in any
3	amendments to this statement are made only by the
4	seller.
5	C. Buyer (which term includes all persons signing the
6	"buyer's acceptance" portion of this disclosure
7	statement below) hereby acknowledges receipt of a
8	copy of this disclosure statement (including
9	attachments, if any) bearing seller's signature.
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 OF
12	DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE
13	AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
14	STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED
15	WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS
16	RIGHT OF RESCISSION.
17	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY
18	TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
19	MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
20	LICENSEE OR OTHER PARTY.
21	DATE BUYER BUYER
22	(2) The real property transfer disclosure statement shall be for

1

23

24

25

26 27

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Each buyer acknowledges and understands that the

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

--- END ---

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