
SENATE BILL 6153

State of Washington 58th Legislature 2004 Regular Session

By Senators Prentice, Eide, Haugen, Winsley, Kohl-Welles and Kline

Read first time 01/13/2004. Referred to Committee on Financial Services, Insurance & Housing.

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; adding a new
4 section to chapter 59.04 RCW; and creating a new section.

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

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

8 (1) In a transaction for the sale of residential 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 seller disclosure
12 statement in the following format and that contains, at a minimum, the
13 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 SELLER ABOUT THE CONDITION OF THE
8 PROPERTY LOCATED AT
9 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

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

34 Seller is/ is not occupying the property.

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	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written agreements?
2				
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any known problems or repairs needed?
7				
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain.
9				
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12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Are there any water treatment systems for the property? If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
13				
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15				B. Irrigation
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any water rights for the property, such as a water right, permit, certificate, or claim?
17				
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19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(a) If yes, have the water rights been used during the last five years?
20				
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(b) If so, is the certificate available?
22				
23				C. Outdoor Sprinkler System
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
25				
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
27				
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
29				
30				
31				3. SEWER/ON-SITE SEWAGE SYSTEM
32				A. The property is served by: <input type="checkbox"/> Public sewer system, <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) <input type="checkbox"/> Other disposal system, please describe:
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38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
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43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
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D. If the property is connected to an on-site sewage system:

* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

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

* (3) Are there any defects in the operation of the on-site sewage system?
.....

(4) When was it last inspected?
.....

By Whom:

(5) For how many bedrooms was the on-site sewage system approved ?
..... bedrooms

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

*F. Have there been any changes or repairs to the on-site sewage system?

G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.
.....

H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? If yes, please explain.
.....

4. STRUCTURAL

*A. Has the roof leaked?

*B. Has the basement flooded or leaked?

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

* (1) If yes, were all building permits obtained?

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

Yes No Don't know

Yes No Don't know

Yes No Don't know

Yes No Don't know

1 [] Yes [] No [] Don't know *(2) If yes, were all final
2 inspections obtained?
3 [] Yes [] No [] Don't know D. Do you know the age of the house?
4 If yes, year of original construction:
5
6 [] Yes [] No [] Don't know *E. Has there been any settling,
7 slippage, or sliding of the property or its
8 improvements?
9 [] Yes [] No [] Don't know *F. Are there any defects with the
10 following: (If yes, please check
11 applicable items and explain.)

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

20 [] Yes [] No [] Don't know *G. Was a structural pest or "whole
21 house" inspection done? If yes, when
22 and by whom was the inspection
23 completed?
24 [] Yes [] No [] Don't know H. During your ownership, has the
25 property had any wood destroying
26 organism or pest infestation?
27 [] Yes [] No [] Don't know I. Is the attic insulated?
28 [] Yes [] No [] Don't know J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

30 *A. If any of the following systems or
31 fixtures are included with the transfer,
32 are there any defects? If yes, please
33 explain.
34 [] Yes [] No [] Don't know Electrical system, including wiring,
35 switches, outlets, and service
36 [] Yes [] No [] Don't know Plumbing system, including pipes,
37 faucets, fixtures, and toilets
38 [] Yes [] No [] Don't know Hot water tank
39 [] Yes [] No [] Don't know Garbage disposal
40 [] Yes [] No [] Don't know Appliances
41 [] Yes [] No [] Don't know Sump pump
42 [] Yes [] No [] Don't know Heating and cooling systems
43 [] Yes [] No [] Don't know Security system
44 [] Owned [] Leased
45 Other

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*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
 Yes No Don't know
 Yes No Don't know

Security system
Tanks (type):
Satellite dish
Other:

6. COMMON INTERESTS

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

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?

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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 buyer 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.** This act applies prospectively only and not
26 retroactively. It applies only to residential real property purchase
27 and sale agreements, rental agreements, and leases entered into on or
28 after the effective date of this act, without regard to when the
29 agreements are closed or finalized.

--- END ---