
HOUSE BILL 2739

State of Washington 60th Legislature 2008 Regular Session

By Representatives Kenney, Hudgins, Wood, and Conway

Read first time 01/16/08. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to the seller's disclosure statement for
2 residential real property transfers; and amending RCW 64.06.020.

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

4 **Sec. 1.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
5 as follows:

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

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If
14 the question clearly does not apply to the property write "NA." If the
15 answer is "yes" to any * items, please explain on attached sheets.
16 Please refer to the line number(s) of the question(s) when you provide
17 your explanation(s). For your protection you must date and sign each
18 page of this disclosure statement and each attachment. Delivery of the

1 disclosure statement must occur not later than five business days,
2 unless otherwise agreed, after mutual acceptance of a written contract
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

5 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
6 PROPERTY LOCATED AT
7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

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

32 Seller is/ is not occupying the property.

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

4 **1. TITLE**

5 Yes No Don't know A. Do you have legal authority to sell
6 the property? If no, please explain.

7 Yes No Don't know *B. Is title to the property subject to
8 any of the following?

9 (1) First right of refusal

10 (2) Option

11 (3) Lease or rental agreement

12 (4) Life estate?

13 Yes No Don't know *C. Are there any encroachments,
14 boundary agreements, or boundary
15 disputes?

16 Yes No Don't know *D. Is there a private road or easement
17 agreement for access to the property?

18 Yes No Don't know *E. Are there any rights-of-way,
19 easements, or access limitations that
20 may affect the Buyer's use of the
21 property?

22 Yes No Don't know *F. Are there any written agreements
23 for joint maintenance of an easement or
24 right-of-way?

25 Yes No Don't know *G. Is there any study, survey project,
26 or notice that would adversely affect the
27 property?

28 Yes No Don't know *H. Are there any pending or existing
29 assessments against the property?

30 Yes No Don't know *I. Are there any zoning violations,
31 nonconforming uses, or any unusual
32 restrictions on the property that would
33 affect future construction or
34 remodeling?

35 Yes No Don't know *J. Is there a boundary survey for the
36 property?

37 Yes No Don't know *K. Are there any covenants,
38 conditions, or restrictions which affect
39 the property?

40 **2. WATER**

41 A. Household Water

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(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

Yes No Don't know *If shared, are there any written agreements?

Yes No Don't know *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes No Don't know *(3) Are there any known problems or repairs needed?

Yes No Don't know (4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

Yes No Don't know *(5) Are there any water treatment systems for the property? If yes, are they Leased Owned

Yes No Don't know *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?

Yes No Don't know (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

(b) If yes, has all or any portion of the water right not been used for five or more successive years? (If yes, please explain.)

B. Irrigation Water

Yes No Don't know (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

Yes No Don't know *(a) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes No Don't know *(b) If so, is the certificate available? (If yes, please attach a copy.)

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
2				If so, explain:
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6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
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13				C. Outdoor Sprinkler System
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
15				
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
17				
18	<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?
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21				3. SEWER/ON-SITE SEWAGE SYSTEM
22				A. The property is served by:
23				<input type="checkbox"/> Public sewer system,
24				<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25				<input type="checkbox"/> Other disposal system, please describe:
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30	<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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35	<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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41				D. If the property is connected to an on-site sewage system:
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?
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46				(2) When was it last pumped:
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**6. HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS**

Yes No Don't know A. Is there a Homeowners' 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. ENVIRONMENTAL

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. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

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 *F. Has the property been used for commercial or industrial purposes?

Yes No Don't know *G. Is there any soil or groundwater contamination?

Yes No Don't know *H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
2 BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
3 NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
4 THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
5 REGISTERED SEX OFFENDERS.

6 **II. BUYER'S ACKNOWLEDGMENT**

- 7 A. Buyer hereby acknowledges that: Buyer has a duty to pay
8 diligent attention to any material defects that are known to
9 Buyer or can be known to Buyer by utilizing diligent
10 attention and observation.
- 11 B. The disclosures set forth in this statement and in any
12 amendments to this statement are made only by the Seller and
13 not by any real estate licensee or other party.
- 14 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
15 real estate licensees are not liable for inaccurate information
16 provided by Seller, except to the extent that real estate
17 licensees know of such inaccurate information.
- 18 D. This information is for disclosure only and is not intended to
19 be a part of the written agreement between the Buyer and
20 Seller.
- 21 E. Buyer (which term includes all persons signing the "Buyer's
22 acceptance" portion of this disclosure statement below) has
23 received a copy of this Disclosure Statement (including
24 attachments, if any) bearing Seller's signature.

25 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
27 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
29 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
32 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
33 AGREEMENT.

34 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
35 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
36 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
37 DATE BUYER BUYER

38 (2) If the disclosure statement is being completed for new
39 construction which has never been occupied, the disclosure statement is
40 not required to contain and the seller is not required to complete the
41 questions listed in item 4. Structural or item 5. Systems and
42 Fixtures.

1 (3) The seller disclosure statement shall be for disclosure only,
2 and shall not be considered part of any written agreement between the
3 buyer and seller of residential property. The seller disclosure
4 statement shall be only a disclosure made by the seller, and not any
5 real estate licensee involved in the transaction, and shall not be
6 construed as a warranty of any kind by the seller or any real estate
7 licensee involved in the transaction.

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