

SHB 1420 - S COMM AMD

By Committee on Financial Institutions, Housing & Insurance

NOT ADOPTED 04/15/2009

1 Strike everything after the enacting clause and insert the  
2 following:

3 "Sec. 1. RCW 64.06.005 and 2007 c 107 s 2 are each amended to read  
4 as follows:

5 The definitions in this section apply throughout this chapter  
6 unless the context clearly requires otherwise.

7 (1) "Improved residential real property" means:

8 (a) Real property consisting of, or improved by, one to four  
9 residential dwelling units;

10 (b) A residential condominium as defined in RCW 64.34.020(9),  
11 unless the sale is subject to the public offering statement requirement  
12 in the Washington condominium act, chapter 64.34 RCW;

13 (c) A residential timeshare, as defined in RCW 64.36.010(11),  
14 unless subject to written disclosure under the Washington timeshare  
15 act, chapter 64.36 RCW; or

16 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or  
17 46.04.302, that is personal property.

18 (2) "Residential real property" means both improved and unimproved  
19 residential real property.

20 (3) "Seller disclosure statement" means the form to be completed by  
21 the seller of residential real property as prescribed by this chapter.

22 (4) "Unimproved residential real property" means unimproved  
23 property ((zoned)) for which the maximum permitted development is one  
24 to four residential ((use that is not improved by residential dwelling  
25 units, a residential condominium, a residential timeshare, or a mobile  
26 or manufactured home)) units or structures under the county or city  
27 zoning ordinances or comprehensive plan applicable to that real estate  
28 and does not include property defined as "timber land" under RCW  
29 84.34.020.

1       **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read  
2 as follows:

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

9       INSTRUCTIONS TO THE SELLER

10 Please complete the following form. Do not leave any spaces blank. If  
11 the question clearly does not apply to the property write "NA." If the  
12 answer is "yes" to any \* items, please explain on attached sheets.  
13 Please refer to the line number(s) of the question(s) when you provide  
14 your explanation(s). For your protection you must date and sign each  
15 page of this disclosure statement and each attachment. Delivery of the  
16 disclosure statement must occur not later than five business days,  
17 unless otherwise agreed, after mutual acceptance of a written contract  
18 to purchase between a buyer and a seller.

19                               NOTICE TO THE BUYER

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

23 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
24 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
25 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.  
26 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
27 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
28 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
29 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S  
30 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE  
31 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
32 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS

1 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
2 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
3 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
4 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
5 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
6 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
7 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
8 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
9 WARRANTIES.

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

11

**I. SELLER'S DISCLOSURES:**

12

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

15

**1. TITLE**

16

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

18

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

20

(1) First right of refusal

21

(2) Option

22

(3) Lease or rental agreement

23

(4) Life estate?

24

Yes  No  Don't know \*C. Are there any encroachments,  
25 boundary agreements, or boundary  
26 disputes?

27

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

29

Yes  No  Don't know \*E. Are there any rights-of-way,  
30 easements, or access limitations that  
31 ((may)) affect the Buyer's use of the  
32 property?

33

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

36

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

39

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

1  Yes  No  Don't know \*I. Are there any zoning violations,  
2 nonconforming uses, or any unusual  
3 restrictions on the property that  
4 ((~~would~~)) affect future construction or  
5 remodeling?  
6  Yes  No  Don't know \*J. Is there a boundary survey for the  
7 property?  
8  Yes  No  Don't know \*K. Are there any covenants,  
9 conditions, or restrictions (~~which~~  
10 ~~affect~~) recorded against title to the  
11 property?  
12  
13 **2. WATER**  
14 **A. Household Water**  
15  Yes  No  Don't know (1) Does the property have potable  
16 water supply?  
17 (2) If yes, the source of water for the  
18 property is:  
19  Private or publicly owned water  
20 system  
21  Private well serving only the  
22 property  
23 \* Other water system  
24  Yes  No  Don't know \*If shared, are there any written  
25 agreements?  
26  Yes  No  Don't know \*(3) Is there an easement (recorded or  
27 unrecorded) for access to and/or  
28 maintenance of the water source?  
29  Yes  No  Don't know \*(4) Are there any (~~known~~) problems  
30 or repairs needed?  
31  Yes  No  Don't know (5) Is there a connection or hook-up  
32 charge payable before the property can  
33 be connected to the water main?  
34  Yes  No  Don't know (6) Have you obtained a certificate of  
35 water availability from the water  
36 purveyor serving the property? (If yes,  
37 please attach a copy.)  
38  Yes  No  Don't know (7) Is there a water right permit,  
39 certificate, or claim associated with  
40 household water supply for the  
41 property? (If yes, please attach a copy.)  
42  Yes  No  Don't know (a) If yes, has the water right permit,  
43 certificate, or claim been assigned,  
44 transferred, or changed?  
45 \*(b) If yes, has all or any portion of the  
46 water right not been used for five or  
47 more successive years? ((~~If yes, please~~  
~~explain~~)))

1 .....  
2  Yes  No  Don't know (c) If no or don't know, is the water  
3 withdrawn from the water source less  
4 than 5,000 gallons a day?  
5  Yes  No  Don't know \*(8) Are there any defects in the  
6 operation of the water system (e.g.,  
7 pipes, tank, pump, etc.)?  
8 B. Irrigation Water  
9  Yes  No  Don't know (1) Are there any irrigation water rights  
10 for the property, such as a water right  
11 permit, certificate, or claim? (If yes,  
12 please attach a copy.)  
13  Yes  No  Don't know (a) If yes, has all or any portion of the  
14 water right not been used for five or  
15 more successive years?  
16  Yes  No  Don't know (b) If yes, has the water right permit,  
17 certificate, or claim been assigned,  
18 transferred, or changed?  
19  Yes  No  Don't know \*(2) Does the property receive  
20 irrigation water from a ditch company,  
21 irrigation district, or other entity? If so,  
22 please identify the entity that supplies  
23 irrigation water to the property:  
24 .....  
25 C. Outdoor Sprinkler System  
26  Yes  No  Don't know (1) Is there an outdoor sprinkler system  
27 for the property?  
28  Yes  No  Don't know \*(2) If yes, are there any defects in the  
29 system?  
30  Yes  No  Don't know \*(3) If yes, is the sprinkler system  
31 connected to irrigation water?  
32  
33 **3. SEWER/SEPTIC SYSTEM**  
34 A. The property is served by:  
35  Public sewer system  
36  On-site sewage system (including  
37 pipes, tanks, drainfields, and all other  
38 component parts)  
39  Other disposal system, please  
40 describe:  
41 .....  
42  Yes  No  Don't know B. Is the property subject to any  
43 sewage system fees or charges in  
44 addition to those covered in your  
45 regularly billed sewer or on-site sewage  
46 system maintenance service?  
47 C. If the property is connected to an  
on-site sewage 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?
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Was it approved by the local
4				health department or district following
5				its construction?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized
7				system?
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity
9				system?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Have there been any changes or
11				repairs to the on-site sewage system?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system,
13				including the drainfield, located entirely
14				within the boundaries of the property?
15				If no, please explain:
16				.....
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (7) Does the on-site sewage system
18				require monitoring and maintenance
19				services more frequently than once a
20				year? <del>((If yes, please explain:))</del>
21				.....
22				<b>4. ELECTRICAL/GAS</b>
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is the property served by natural
24				gas?
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is there a connection charge for gas?
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property served by electricity?
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is there a connection charge for
28				electricity?
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any electrical problems
30				on the property? <del>((If yes, please</del>
31				<del>explain:))</del>
32				.....
33				<b>5. FLOODING</b>
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. <del>((Are there any flooding, standing</del>
35				<del>water, or drainage problems on the</del>
36				<del>property or affecting access to the</del>
37				<del>property? If yes, please explain:</del>
38				.....
39	<del>{} Yes</del>	<del>{} No</del>	<del>{} Don't know</del>	B. Is the property located in a
40				government designated flood zone or
41				floodplain?
42				<b>6. SOIL STABILITY</b>
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Are there any settlement, earth
44				movement, slides, or similar soil
45				problems on the property? <del>((If yes,</del>
46				<del>please explain:</del>

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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	..... B. Does any part of the property contain fill dirt, waste, or other fill material? If yes, please explain:)) .....
<b>7. ENVIRONMENTAL</b>			
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any <u>flooding, standing water, or</u> drainage problems on the property <u>that affect the property or access to the property?</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does <u>any part of</u> the property contain fill <u>dirt, waste, or other fill</u> material?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances, materials, or products <u>in or</u> 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?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for commercial or industrial purposes?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles( <del>or transformers,</del> ) or other <u>electrical utility</u> equipment installed, maintained, or buried on the property <u>that do not provide utility service to the structures on the property?</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a legal or illegal dumping site?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an illegal drug manufacturing site?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers ( <del>in the area</del> ) that ( <del>may</del> ) cause interference with <u>cellular</u> telephone reception?
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>			







1 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
2 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE  
3 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
4 AGREEMENT.

5 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
6 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
7 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
8 DATE . . . . . BUYER . . . . . BUYER . . . . .

9 (2) The seller disclosure statement shall be for disclosure only,  
10 and shall not be considered part of any written agreement between the  
11 buyer and seller of residential property. The seller disclosure  
12 statement shall be only a disclosure made by the seller, and not any  
13 real estate licensee involved in the transaction, and shall not be  
14 construed as a warranty of any kind by the seller or any real estate  
15 licensee involved in the transaction.

16 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read  
17 as follows:

18 (1) In a transaction for the sale of improved residential real  
19 property, the seller shall, unless the buyer has expressly waived the  
20 right to receive the disclosure statement under RCW 64.06.010, or  
21 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to  
22 the buyer a completed seller disclosure statement in the following  
23 format and that contains, at a minimum, the following information:

24 INSTRUCTIONS TO THE SELLER

25 Please complete the following form. Do not leave any spaces blank. If  
26 the question clearly does not apply to the property write "NA." If the  
27 answer is "yes" to any \* items, please explain on attached sheets.  
28 Please refer to the line number(s) of the question(s) when you provide  
29 your explanation(s). For your protection you must date and sign each  
30 page of this disclosure statement and each attachment. Delivery of the  
31 disclosure statement must occur not later than five business days,  
32 unless otherwise agreed, after mutual acceptance of a written contract  
33 to purchase between a buyer and a seller.

34 NOTICE TO THE BUYER

35 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE  
36 PROPERTY LOCATED AT . . . . .

1 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

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

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

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**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  
  
 Yes     No     Don't know

A. Do you have legal authority to sell  
the property? If no, please explain.  
  
\*B. Is title to the property subject to  
any of the following?

(1) First right of refusal

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

**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  
\*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?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) During your ownership, has the
2				source provided an adequate
3				year-round supply of potable
4				water? If no, please explain.
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Are there any water treatment
6				systems for the property? If yes,
7				are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(6) Are there any water rights for
9				the property associated with its
10				domestic water supply, such as a
11				water right permit, certificate, or
12				claim?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right
14				permit, certificate, or claim been
15				assigned, transferred, or changed?
16				*(b) If yes, has all or any portion of
17				the water right not been used for
18				five or more successive years? ((If
19				yes, please explain:))
20				<u>(c) If no or don't know, is the water</u>
21				<u>withdrawn from the water source</u>
22				<u>less than five thousand gallons a</u>
23				<u>day?</u>
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(7) Are there any defects in the
25				operation of the water system (e.g.
26				pipes, tank, pump, etc.)?
27				.....
28				B. Irrigation Water
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water
30				rights for the property, such as a
31				water right permit, certificate, or
32				claim?
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(a) If yes, has all or any portion of
34				the water right not been used for
35				five or more successive years?
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(b) If so, is the certificate
37				available? (If yes, please attach a
38				copy.)
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(c) If so, has the water right
40				permit, certificate, or claim been
41				assigned, transferred, or changed?
42				((If so, explain:))
43				.....

1  Yes  No  Don't know \*(2) Does the property receive  
2 irrigation water from a ditch  
3 company, irrigation district, or  
4 other entity? If so, please identify  
5 the entity that supplies water to the  
6 property:  
7 .....

8 C. Outdoor Sprinkler System  
9  Yes  No  Don't know (1) Is there an outdoor sprinkler  
10 system for the property?  
11  Yes  No  Don't know \*(2) If yes, are there any defects in  
12 the system?((-----))  
13  Yes  No  Don't know \*(3) If yes, is the sprinkler system  
14 connected to irrigation water?  
15

16 **3. SEWER/ON-SITE SEWAGE  
SYSTEM**

17 A. The property is served by:  
18  Public sewer system,  
19  On-site sewage system (including  
20 pipes, tanks, drainfields, and all other  
21 component parts)  
22  Other disposal system, please  
23 describe:  
24 .....

25  Yes  No  Don't know B. If public sewer system service is  
26 available to the property, is the house  
27 connected to the sewer main? If no,  
28 please explain.  
29 .....

30  Yes  No  Don't know \*C. Is the property subject to any  
31 sewage system fees or charges in  
32 addition to those covered in your  
33 regularly billed sewer or on-site sewage  
34 system maintenance service?

35 D. If the property is connected to an  
36 on-site sewage system:  
37  Yes  No  Don't know \*(1) Was a permit issued for its  
38 construction, and was it approved  
39 by the local health department or  
40 district following its construction?  
41 (2) When was it last pumped((s)) ?  
42 .....

43  Yes  No  Don't know \*(3) Are there any defects in the  
44 operation of the on-site sewage  
45 system?  
46  Don't know (4) When was it last inspected?  
47 .....

1 By whom: .....

2  Don't know (5) For how many bedrooms was

3 the on-site sewage system

4 approved?

5 ..... bedrooms

6  Yes  No  Don't know E. Are all plumbing fixtures, including

7 laundry drain, connected to the

8 sewer/on-site sewage system? If no,

9 please explain: .....

10  Yes  No  Don't know \*F. Have there been any changes or

11 repairs to the on-site sewage system?

12  Yes  No  Don't know G. Is the on-site sewage system,

13 including the drainfield, located entirely

14 within the boundaries of the property?

15 If no, please explain.

16 .....

17  Yes  No  Don't know \*H. Does the on-site sewage system

18 require monitoring and maintenance

19 services more frequently than once a

20 year? ((If yes, please explain.))

21 .....

22 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE

23 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH

24 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO

25 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM

26 5. SYSTEMS AND FIXTURES

27 **4. STRUCTURAL**

28  Yes  No  Don't know \*A. Has the roof leaked within the last

29 five years?

30  Yes  No  Don't know \*B. Has the basement flooded or

31 leaked?

32  Yes  No  Don't know \*C. Have there been any conversions,

33 additions, or remodeling?

34  Yes  No  Don't know \*(1) If yes, were all building

35 permits obtained?

36  Yes  No  Don't know \*(2) If yes, were all final

37 inspections obtained?

38  Yes  No  Don't know D. Do you know the age of the house?

39 If yes, year of original construction:

40 .....

41  Yes  No  Don't know \*E. Has there been any settling,

42 slippage, or sliding of the property or its

43 improvements?

44  Yes  No  Don't know \*F. Are there any defects with the

45 following: (If yes, please check

46 applicable items and explain.)

47  Foundations  Decks  Exterior Walls

- 1  Chimneys  Interior Walls  Fire Alarm
- 2  Doors  Windows  Patio
- 3  Ceilings  Slab Floors  Driveways
- 4  Pools  Hot Tub  Sauna
- 5  Sidewalks  Outbuildings  Fireplaces
- 6  Garage Floors  Walkways  Siding
- 7  Other  Wood Stoves

8  Yes  No  Don't know \*G. Was a structural pest or "whole  
 9 house" inspection done? If yes, when  
 10 and by whom was the inspection  
 11 completed? .....

12  Yes  No  Don't know H. During your ownership, has the  
 13 property had any wood destroying  
 14 organism or pest infestation?

15  Yes  No  Don't know I. Is the attic insulated?

16  Yes  No  Don't know J. Is the basement insulated?

17 **5. SYSTEMS AND FIXTURES**

18 \*A. If any of the following systems or  
 19 fixtures are included with the transfer,  
 20 are there any defects? If yes, please  
 21 explain.

22  Yes  No  Don't know Electrical system, including  
 23 wiring, switches, outlets, and  
 24 service

25  Yes  No  Don't know Plumbing system, including pipes,  
 26 faucets, fixtures, and toilets

27  Yes  No  Don't know Hot water tank

28  Yes  No  Don't know Garbage disposal

29  Yes  No  Don't know Appliances

30  Yes  No  Don't know Sump pump

31  Yes  No  Don't know Heating and cooling systems

32  Yes  No  Don't know Security system  
 33  Owned  Leased

34 Other .....

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

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

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

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

42 Other: .....

43 \*C. Are any of the following kinds of  
 44 wood burning appliances present at the  
 45 property?

46  Yes  No  Don't know (1) Woodstove?



1  Yes  No  Don't know (2) Fireplace insert?  
 2  Yes  No  Don't know (3) Pellet stove?  
 3  Yes  No  Don't know (4) Fireplace?  
 4  Yes  No  Don't know If yes, are all of the (1) woodstoves  
 5 or (2) fireplace inserts certified by  
 6 the U.S. Environmental Protection  
 7 Agency as clean burning appliances  
 8 to improve air quality and public  
 9 health?

10 **6. HOMEOWNERS'**  
 11 **ASSOCIATION/COMMON**  
 12 **INTERESTS**

13  Yes  No  Don't know A. Is there a Homeowners'  
 14 Association? Name of Association:  
 15 .....  
 16  Yes  No  Don't know B. Are there regular periodic  
 17 assessments:  
 18 \$ . . . per  Month  Year  
 19  Other .....  
 20  Yes  No  Don't know \*C. Are there any pending special  
 21 assessments?  
 22  Yes  No  Don't know \*D. Are there any shared "common  
 23 areas" or any joint maintenance  
 24 agreements (facilities such as walls,  
 25 fences, landscaping, pools, tennis  
 26 courts, walkways, or other areas co-  
 27 owned in undivided interest with  
 28 others)?

29 **7. ENVIRONMENTAL**

30  Yes  No  Don't know \*A. Have there been any flooding,  
 31 standing water, or drainage problems on  
 32 the property that affect the property or  
 33 access to the property?  
 34  Yes  No  Don't know \*B. Does any part of the property  
 35 contain fill dirt, waste, or other fill  
 36 material?  
 37  Yes  No  Don't know \*C. Is there any material damage to the  
 38 property from fire, wind, floods, beach  
 39 movements, earthquake, expansive  
 40 soils, or landslides?  
 41  Yes  No  Don't know D. Are there any shorelines, wetlands,  
 42 floodplains, or critical areas on the  
 43 property?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
2							materials, or products <u>in or</u> on the
3							property that may be environmental
4							concerns, such as asbestos,
5							formaldehyde, radon gas, lead-based
6							paint, fuel or chemical storage tanks, or
7							contaminated soil or water?
8	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Has the property been used for
9							commercial or industrial purposes?
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any soil or groundwater
11							contamination?
12	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there transmission poles(,
13							<del>transformers;</del> ) or other <u>electrical</u> utility
14							equipment installed, maintained, or
15							buried on the property <u>that do not</u>
16							<u>provide utility service to the structures</u>
17							<u>on the property?</u>
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Has the property been used as a
19							legal or illegal dumping site?
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Has the property been used as an
21							illegal drug manufacturing site?
22	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any radio towers in the
23							area that ( <del>may</del> ) cause interference with
24							<u>cellular</u> telephone reception?
25							
26							<b>8. MANUFACTURED AND</b>
27							<b>MOBILE HOMES</b>
28							If the property includes a manufactured
29							or mobile home,
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Did you make any alterations to the
31							home? If yes, please describe the
32							alterations: . . . . .
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Did any previous owner make any
34							alterations to the home? ( <del>If yes, please</del>
35							<del>describe the alterations: . . . . .</del> )
36	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. If alterations were made, were
37							permits or variances for these alterations
38							obtained?
39							
40							<b>9. FULL DISCLOSURE BY</b>
41							<b>SELLERS</b>
42							A. Other conditions or defects:
43	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*Are there any other existing material
44							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.
C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE

1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
2 AGREEMENT.

3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
6 DATE . . . . . BUYER . . . . . BUYER . . . . .

7 (2) If the disclosure statement is being completed for new  
8 construction which has never been occupied, the disclosure statement is  
9 not required to contain and the seller is not required to complete the  
10 questions listed in item 4. Structural or item 5. Systems and  
11 Fixtures.

12 (3) The seller disclosure statement shall be for disclosure only,  
13 and shall not be considered part of any written agreement between the  
14 buyer and seller of residential property. The seller disclosure  
15 statement shall be only a disclosure made by the seller, and not any  
16 real estate licensee involved in the transaction, and shall not be  
17 construed as a warranty of any kind by the seller or any real estate  
18 licensee involved in the transaction.

19 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read  
20 as follows:

21 (1) If, after the date that a seller of residential real property  
22 completes a real property transfer disclosure statement, the seller  
23 (~~becomes aware~~) learns from a source other than the buyer or others  
24 acting on the buyer's behalf such as an inspector of additional  
25 information(~~(7)~~) or an adverse change (~~occurs~~) which makes any of the  
26 disclosures made inaccurate, the seller shall amend the real property  
27 transfer disclosure statement, and deliver the amendment to the buyer.  
28 No amendment shall be required, however, if the seller takes whatever  
29 corrective action is necessary so that the accuracy of the disclosure  
30 is restored, or the adverse change is corrected, at least three  
31 business days prior to the closing date. Unless the corrective action  
32 is completed by the seller prior to the closing date, the buyer shall  
33 have the right to exercise one of the following two options: (a)  
34 Approving and accepting the amendment, or (b) rescinding the agreement  
35 of purchase and sale of the property within three business days after  
36 receiving the amended real property transfer disclosure statement.  
37 Acceptance or recision shall be subject to the same procedures

1 described in RCW 64.06.030. If the closing date provided in the  
2 purchase and sale agreement is scheduled to occur within the three-  
3 business-day rescission period provided for in this section, the  
4 closing date shall be extended until the expiration of the three-  
5 business-day rescission period. The buyer shall have no right of  
6 rescission if the seller takes whatever action is necessary so that the  
7 accuracy of the disclosure is restored at least three business days  
8 prior to the closing date.

9 (2) In the event any act, occurrence, or agreement arising or  
10 becoming known after the closing of a residential real property  
11 transfer causes a real property transfer disclosure statement to be  
12 inaccurate in any way, the seller of such property shall have no  
13 obligation to amend the disclosure statement, and the buyer shall not  
14 have the right to rescind the transaction under this chapter.

15 (3) If the seller in a residential real property transfer fails or  
16 refuses to provide to the prospective buyer a real property transfer  
17 disclosure statement as required under this chapter, the prospective  
18 buyer's right of rescission under this section shall apply until the  
19 earlier of three business days after receipt of the real property  
20 transfer disclosure statement or the date the transfer has closed,  
21 unless the buyer has otherwise waived the right of rescission in  
22 writing. Closing is deemed to occur when the buyer has paid the  
23 purchase price, or down payment, and the conveyance document, including  
24 a deed or real estate contract, from the seller has been delivered and  
25 recorded. After closing, the seller's obligation to deliver the real  
26 property transfer disclosure statement and the buyer's rights and  
27 remedies under this chapter shall terminate."

**SHB 1420** - S COMM AMD

By Committee on Financial Institutions, Housing & Insurance

**NOT ADOPTED 04/15/2009**

28 On page 1, line 1 of the title, after "disclosure;" strike the  
29 remainder of the title and insert "and amending RCW 64.06.005,  
30 64.06.015, 64.06.020, and 64.06.040."

--- END ---