
SENATE BILL 6440

State of Washington

61st Legislature

2010 Regular Session

By Senator Honeyford

Read first time 01/14/10. Referred to Committee on Labor, Commerce & Consumer Protection.

1 AN ACT Relating to adding fire protection services to the seller
2 disclosure form; and reenacting and amending RCW 64.06.015 and
3 64.06.020.

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

5 **Sec. 1.** RCW 64.06.015 and 2009 c 505 s 2 and 2009 c 130 s 1 are
6 each reenacted and amended to read as follows:

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

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 SELLER ABOUT THE CONDITION OF THE
7 PROPERTY LOCATED AT
8 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

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

33 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
3 necessary, 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 affect the Buyer's use of the property?
- 21 Yes No Don't know *F. Are there any written agreements
22 for joint maintenance of an easement or
23 right-of-way?
- 24 Yes No Don't know *G. Is there any study, survey project,
25 or notice that would adversely affect the
26 property?
- 27 Yes No Don't know *H. Are there any pending or existing
28 assessments against the property?
- 29 Yes No Don't know *I. Are there any zoning violations,
30 nonconforming uses, or any unusual
31 restrictions on the property that affect
32 future construction or remodeling?
- 33 Yes No Don't know *J. Is there a boundary survey for the
34 property?
- 35 Yes No Don't know *K. Are there any covenants,
36 conditions, or restrictions recorded
37 against title to the property?

38 **2. WATER**

- 39 A. Household Water
- 40 Yes No Don't know (1) Does the property have potable
41 water supply?
42 (2) If yes, the source of water for the
43 property is:
44 Private or publicly owned water
45 system

1				<input type="checkbox"/> Private well serving only the
2				property
3				<input type="checkbox"/> Other water system
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
5				agreements?
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or
7				unrecorded) for access to and/or
8				maintenance of the water source?
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any problems or repairs
10				needed?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up
12				charge payable before the property can
13				be connected to the water main?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of
15				water availability from the water
16				purveyor serving the property? (If yes,
17				please attach a copy.)
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit,
19				certificate, or claim associated with
20				household water supply for the
21				property? (If yes, please attach a copy.)
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit,
23				certificate, or claim been assigned,
24				transferred, or changed?
25				*(b) If yes, has all or any portion of the
26				water right not been used for five or
27				more successive years?
28				.....
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If no or don't know, is the water
30				withdrawn from the water source less
31				than 5,000 gallons a day?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(8) Are there any defects in the
33				operation of the water system (e.g.,
34				pipes, tank, pump, etc.)?
35				B. Irrigation Water
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights
37				for the property, such as a water right
38				permit, certificate, or claim? (If yes,
39				please attach a copy.)
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has all or any portion of the
41				water right not been used for five or
42				more successive years?
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit,
44				certificate, or claim been assigned,
45				transferred, or changed?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Does the property receive
2				irrigation water from a ditch company,
3				irrigation district, or other entity? If so,
4				please identify the entity that supplies
5				irrigation water to the property:
6				.....
7				C. Outdoor Sprinkler System
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system
9				for the property?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) If yes, are there any defects in the
11				system?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) If yes, is the sprinkler system
13				connected to irrigation water?
14				3. SEWER/SEPTIC SYSTEM
15				A. The property is served by:
16				<input type="checkbox"/> Public sewer system
17				<input type="checkbox"/> On-site sewage system (including
18				pipes, tanks, drainfields, and all other
19				component parts)
20				<input type="checkbox"/> Other disposal system, please
21				describe:
22				.....
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property subject to any
24				sewage system fees or charges in
25				addition to those covered in your
26				regularly billed sewer or on-site sewage
27				system maintenance service?
28				C. If the property is connected to an
29				on-site sewage system:
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (1) Was a permit issued for its
31				construction?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Was it approved by the local
33				health department or district following
34				its construction?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized
36				system?
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity
38				system?
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Have there been any changes or
40				repairs to the on-site sewage system?
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system,
42				including the drainfield, located entirely
43				within the boundaries of the property?
44				If no, please explain:
45				.....

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* (7) Does the on-site sewage system
2							require monitoring and maintenance
3							services more frequently than once a
4							year?
5							.....
6							4. ELECTRICAL/GAS
7	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is the property served by natural
8							gas?
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Is there a connection charge for gas?
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Is the property served by electricity?
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Is there a connection charge for
12							electricity?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any electrical problems
14							on the property?
15							.....
16							5. FLOODING
17	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Is the property located in a
18							government designated flood zone or
19							floodplain?
20							6. SOIL STABILITY
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Are there any settlement, earth
22							movement, slides, or similar soil
23							problems on the property?
24							.....
25							7. ENVIRONMENTAL
26	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Have there been any flooding,
27							standing water, or drainage problems on
28							the property that affect the property or
29							access to the property?
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Does any part of the property
31							contain fill dirt, waste, or other fill
32							material?
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Is there any material damage to the
34							property from fire, wind, floods, beach
35							movements, earthquake, expansive
36							soils, or landslides?
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Are there any shorelines, wetlands,
38							floodplains, or critical areas on the
39							property?
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
41							materials, or products in or on the
42							property that may be environmental
43							concerns, such as asbestos,
44							formaldehyde, radon gas, lead-based
45							paint, fuel or chemical storage tanks, or
46							contaminated soil or water?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
2				commercial or industrial purposes?
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater
4				contamination?
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles or
6				other electrical utility equipment
7				installed, maintained, or buried on the
8				property that do not provide utility
9				service to the structures on the
10				property?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
12				legal or illegal dumping site?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
14				illegal drug manufacturing site?
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers that
16				cause interference with cellular
17				telephone reception?
18				8. HOMEOWNERS'
19				ASSOCIATION/Common
20				INTERESTS
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a homeowners' association?
22				Name of association and contact
23				information for an officer, director,
24				employee, or other authorized agent, if
25				any, who may provide the association's
26				financial statements, minutes, bylaws,
27				fining policy, and other information that
28				is not publicly available:
29				.....
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic
31				assessments:
32				\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
33				<input type="checkbox"/> Other
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special
35				assessments?
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common
37				areas" or any joint maintenance
38				agreements (facilities such as walls,
39				fences, landscaping, pools, tennis
40				courts, walkways, or other areas co-
41				owned in undivided interest with
42				others)?
43				9. OTHER FACTS
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Are there any disagreements,
45				disputes, encroachments, or legal
46				actions concerning the property?

1
2 Yes No Don't know *B. Does the property have any plants
3 or wildlife that are designated as
4 species of concern, or listed as
5 threatened or endangered by the
6 government?
7 Yes No Don't know *C. Is the property classified or
8 designated as forest land or open space?
9
10 Yes No Don't know D. Do you have a forest management
11 plan? If yes, attach.
12 Yes No Don't know *E. Have any development-related
13 permit applications been submitted to
14 any government agencies?
15
16 If the answer to E is "yes," what is the
17 status or outcome of those applications?
18
19 Yes No Don't know F. Is the property located within a city,
20 county, or district or within a
21 department of natural resources fire
22 protection zone that provides fire
23 protection services?
24

**10. FULL DISCLOSURE BY
SELLERS**

25
26
27 A. Other conditions or defects:
28 Yes No Don't know *Are there any other existing material
29 defects affecting the property that a
30 prospective buyer should know about?
31 B. Verification:
32 The foregoing answers and attached
33 explanations (if any) are complete and
34 correct to the best of my/our knowledge
35 and I/we have received a copy hereof.
36 I/we authorize all of my/our real estate
37 licensees, if any, to deliver a copy of
38 this disclosure statement to other real
39 estate licensees and all prospective
40 buyers of the property.

41 DATE SELLER SELLER

42 NOTICE TO BUYER

1 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
2 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
3 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
4 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
13 and 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) The seller disclosure statement shall be for disclosure only,
39 and shall not be considered part of any written agreement between the
40 buyer and seller of residential property. The seller disclosure
41 statement shall be only a disclosure made by the seller, and not any

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

4 **Sec. 2.** RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are
5 each reenacted and amended to read 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.
14 If the question clearly does not apply to the property write "NA." If
15 the 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
19 disclosure statement must occur not later than five business days,
20 unless otherwise agreed, after mutual acceptance of a written contract
21 to purchase between a buyer and a seller.

22 NOTICE TO THE BUYER

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

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

36 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE

1 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
2 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
3 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

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

14 Seller is/ is not occupying the property.

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

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.

I. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Is there a private road or easement agreement for access to the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *F. Are there any written agreements for joint maintenance of an easement or right-of-way? |

1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*G. Is there any study, survey project,
2					or notice that would adversely affect the
3					property?
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*H. Are there any pending or existing
5					assessments against the property?
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*I. Are there any zoning violations,
7					nonconforming uses, or any unusual
8					restrictions on the property that would
9					affect future construction or
10					remodeling?
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*J. Is there a boundary survey for the
12					property?
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*K. Are there any covenants,
14					conditions, or restrictions recorded
15					against the property?
16					2. WATER
17					A. Household Water
18					(1) The source of water for the
19					property is:
20					<input type="checkbox"/> Private or publicly owned water
21					system
22					<input type="checkbox"/> Private well serving only the
23					subject property
24					<input type="checkbox"/> Other water system
25		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*If shared, are there any written
26					agreements?
27		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(2) Is there an easement (recorded
28					or unrecorded) for access to and/or
29					maintenance of the water source?
30		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(3) Are there any problems or
31					repairs needed?
32		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) During your ownership, has the
33					source provided an adequate
34					year-round supply of potable
35					water? If no, please explain.
36		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(5) Are there any water treatment
37					systems for the property? If yes,
38					are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
39		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(6) Are there any water rights for
40					the property associated with its
41					domestic water supply, such as a
42					water right permit, certificate, or
43					claim?
44		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) If yes, has the water right
45					permit, certificate, or claim been
46					assigned, transferred, or changed?

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
45
46

Yes No Don't know

*(b) If yes, has all or any portion of the water right not been used for five or more successive years?
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?
.....

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.)

Yes No Don't know

*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
.....

Yes No 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:
.....

C. Outdoor Sprinkler System

Yes No Don't know

(1) Is there an outdoor sprinkler system for the property?

Yes No Don't know

*(2) If yes, are there any defects in the system?

Yes No Don't know

*(3) If yes, is the sprinkler system connected to irrigation water?

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system,
- On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
- Other disposal system, please describe:
.....

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. If public sewer system service is
2				available to the property, is the house
3				connected to the sewer main? If no,
4				please explain.
5				.....
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is the property subject to any
7				sewage system fees or charges in
8				addition to those covered in your
9				regularly billed sewer or on-site sewage
10				system maintenance service?
11				D. If the property is connected to an
12				on-site sewage system:
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its
14				construction, and was it approved
15				by the local health department or
16				district following its construction?
17				(2) When was it last pumped ?
18				.....
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any defects in the
20				operation of the on-site sewage
21				system?
22			<input type="checkbox"/> Don't know	(4) When was it last inspected?
23				.....
24				By whom:
25			<input type="checkbox"/> Don't know	(5) For how many bedrooms was
26				the on-site sewage system
27				approved?
28				..... bedrooms
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	E. Are all plumbing fixtures, including
30				laundry drain, connected to the
31				sewer/on-site sewage system? If no,
32				please explain:
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Have there been any changes or
34				repairs to the on-site sewage system?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	G. Is the on-site sewage system,
36				including the drainfield, located entirely
37				within the boundaries of the property?
38				If no, please explain.
39				.....
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Does the on-site sewage system
41				require monitoring and maintenance
42				services more frequently than once a
43				year?
44				.....

1 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
2 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
3 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
4 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
5 5. SYSTEMS AND FIXTURES
6

7 **4. STRUCTURAL**

8 Yes No Don't know *A. Has the roof leaked within the last
9 five years?

10 Yes No Don't know *B. Has the basement flooded or
11 leaked?

12 Yes No Don't know *C. Have there been any conversions,
13 additions, or remodeling?

14 Yes No Don't know *(1) If yes, were all building
15 permits obtained?

16 Yes No Don't know *(2) If yes, were all final
17 inspections obtained?

18 Yes No Don't know D. Do you know the age of the house?
19 If yes, year of original construction:
20

21 Yes No Don't know *E. Has there been any settling,
22 slippage, or sliding of the property or its
23 improvements?

24 Yes No Don't know *F. Are there any defects with the
25 following: (If yes, please check
26 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 | |

27 Yes No Don't know *G. Was a structural pest or "whole
28 house" inspection done? If yes, when
29 and by whom was the inspection
30 completed?

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

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

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

36 **5. SYSTEMS AND FIXTURES**

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
45
46

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

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Electrical system, including wiring, switches, outlets, and service |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Plumbing system, including pipes, faucets, fixtures, and toilets |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Hot water tank |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Garbage disposal |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Appliances |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Sump pump |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Heating and cooling systems |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system
<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Other |

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

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|-----------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Tanks (type): |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Satellite dish |
| | | | Other: |

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

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (1) Woodstove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (2) Fireplace insert? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (3) Pellet stove? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | (4) Fireplace? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? |

Yes No Don't know D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

1 Yes No Don't know A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
2
3
4
5
6
7
8
9
10

11 Yes No Don't know B. Are there regular periodic assessments:
12
13 \$ per Month Year
14 Other

15 Yes No Don't know *C. Are there any pending special assessments?
16

17 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)?
18
19
20
21
22
23
24

7. ENVIRONMENTAL

25 Yes No Don't know *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
26
27
28

29 Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?
30
31

32 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?
33
34
35

36 Yes No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
37
38

39 Yes No Don't know *E. Are there any substances, materials, or products in or 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?
40
41
42
43
44
45

46 Yes No Don't know *F. Has the property been used for commercial or industrial purposes?
47

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
45

Yes No Don't know

 Yes No Don't know

 Yes No Don't know

 Yes No Don't know

 Yes No Don't know

*G. Is there any soil or groundwater contamination?

*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

*I. Has the property been used as a legal or illegal dumping site?

*J. Has the property been used as an illegal drug manufacturing site?

*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

Yes No Don't know

 Yes No Don't know

 Yes No Don't know

*A. Did you make any alterations to the home? If yes, please describe the alterations:

*B. Did any previous owner make any alterations to the home?

*C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

*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

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

1 questions listed in item 4. Structural or item 5. Systems and
2 Fixtures.

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

--- END ---