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**SUBSTITUTE SENATE BILL 5373**

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**State of Washington                      62nd Legislature                      2011 Regular Session**

**By** Senate Government Operations, Tribal Relations & Elections  
(originally sponsored by Senators Chase, Prentice, Shin, and Nelson)

READ FIRST TIME 02/17/11.

1            AN ACT Relating to fire suppression efforts and capabilities on  
2 unprotected land outside a fire protection jurisdiction; reenacting and  
3 amending RCW 64.06.015 and 64.06.020; adding a new section to chapter  
4 52.12 RCW; and adding a new section to chapter 4.24 RCW.

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

6            NEW SECTION.    **Sec. 1.** A new section is added to chapter 52.12 RCW  
7 to read as follows:

8            (1) The definitions in this section apply throughout this section  
9 and section 2 of this act unless the context clearly requires  
10 otherwise.

11            (a) "Fire protection service agency" or "agency" means any local,  
12 state, or federal governmental entity responsible for the provision of  
13 firefighting services, including fire protection districts, regional  
14 fire protection service authorities, cities, towns, port districts, the  
15 department of natural resources, and federal reservations.

16            (b) "Fire protection jurisdiction" means an area or property  
17 located within a fire protection district, a regional fire protection  
18 service authority, a city, a town, a port district, lands protected by

1 the department of natural resources under chapter 76.04 RCW, or on  
2 federal lands.

3 (c) "Firefighting services" means the provision of fire prevention  
4 services, fire suppression services, emergency medical services, and  
5 other services related to the protection of life and property.

6 (d) "Improved property" means property upon which a structure is  
7 located, but does not include roads, bridges, land devoted primarily to  
8 growing and harvesting timber, or land devoted primarily to the  
9 production of livestock or agricultural commodities for commercial  
10 purposes.

11 (e) "Property" means land, structures, or land and structures.

12 (f) "Unimproved property" has the same meaning as "unimproved  
13 lands" in RCW 76.04.005.

14 (g) "Unprotected land" means improved property located outside a  
15 fire protection jurisdiction.

16 (2)(a) In order to facilitate the provision of firefighting  
17 services to unprotected lands, property owners of unprotected lands are  
18 encouraged, to the extent practicable, to form or annex into a fire  
19 protection jurisdiction or to enter into a written contractual  
20 agreement with a fire protection service agency or agencies for the  
21 provision of firefighting services. Any written contractual agreement  
22 between a property owner and a fire protection service agency must  
23 include, at minimum, a risk assessment of the property as well as a  
24 capabilities assessment for the district.

25 (b) Property owners of unprotected land who choose not to form or  
26 annex into a fire protection jurisdiction or to enter into a written  
27 contractual agreement with a fire protection agency or agencies for the  
28 provision of firefighting services, do so willingly and with full  
29 knowledge that a fire protection service agency is not obligated to  
30 provide firefighting services to unprotected land.

31 (3) In the absence of a written contractual agreement, a fire  
32 protection service agency may initiate firefighting services on  
33 unprotected land outside its fire protection jurisdiction in the  
34 following instances: (a) Service was specifically requested by a  
35 landowner or other fire service protection agency; (b) service could  
36 reasonably be believed to prevent the spread of a fire onto lands  
37 protected by the agency; or (c) service could reasonably be believed to

1 substantially mitigate the risk of harm to life or property by  
2 preventing the spread of a fire onto other unprotected lands.

3 (4)(a) The property owner or owners shall reimburse an agency  
4 initiating firefighting services on unprotected land outside its fire  
5 protection jurisdiction for reasonable costs but not more than actual  
6 costs that are incurred as a result of the response. Cost recovery is  
7 based upon the Washington fire chiefs standardized fire service fee  
8 schedule.

9 (b) If a property owner fails to pay or defaults in payment to an  
10 agency for services rendered, the agency is entitled to pursue payment  
11 through the collections process outlined in RCW 19.16.500 or through  
12 initiation of court action.

13 NEW SECTION. **Sec. 2.** A new section is added to chapter 4.24 RCW  
14 to read as follows:

15 Any fire service protection agency, as well as the firefighters  
16 therein, whether volunteer or paid, which takes part in firefighting  
17 efforts outside its jurisdiction or provides emergency care, rescue,  
18 assistance, or recovery services at the scene of an emergency, is not  
19 liable for civil damages resulting from any act or omission in the  
20 rendering of such services, other than acts or omissions constituting  
21 gross negligence or willful or wanton misconduct.

22 **Sec. 3.** RCW 64.06.015 and 2009 c 505 s 2 and 2009 c 130 s 1 are  
23 each reenacted and amended to read as follows:

24 (1) In a transaction for the sale of unimproved residential real  
25 property, the seller shall, unless the buyer has expressly waived the  
26 right to receive the disclosure statement under RCW 64.06.010, or  
27 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to  
28 the buyer a completed seller disclosure statement in the following  
29 format and that contains, at a minimum, the following information:

30 INSTRUCTIONS TO THE SELLER

31 Please complete the following form. Do not leave any spaces blank. If  
32 the question clearly does not apply to the property write "NA." If the  
33 answer is "yes" to any \* items, please explain on attached sheets.  
34 Please refer to the line number(s) of the question(s) when you provide  
35 your explanation(s). For your protection you must date and sign each  
36 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.

I. SELLER'S DISCLOSURES:

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

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Yes    No    Don't know

.....  
\*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

Yes    No    Don't know

\*C. Is the property classified or designated as forest land or open space?  
.....

Yes    No    Don't know

D. Do you have a forest management plan? If yes, attach.

Yes    No    Don't know

\*E. Have any development-related permit applications been submitted to any government agencies?  
.....

If the answer to E is "yes," what is the status or outcome of those applications?  
.....

Yes    No    Don't know

F. 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?  
.....

**10. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes    No    Don't know

\*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE ..... SELLER ..... SELLER .....

NOTICE TO 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. 4.** 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:

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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 **I. SELLER'S DISCLOSURES:**

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

- 19 **I. TITLE**
- 20  Yes  No  Don't know A. Do you have legal authority to sell  
21 the property? If no, please explain.
- 22  Yes  No  Don't know \*B. Is title to the property subject to  
23 any of the following?
- 24 (1) First right of refusal
  - 25 (2) Option
  - 26 (3) Lease or rental agreement
  - 27 (4) Life estate?
- 28  Yes  No  Don't know \*C. Are there any encroachments,  
29 boundary agreements, or boundary  
30 disputes?
- 31  Yes  No  Don't know \*D. Is there a private road or easement  
32 agreement for access to the property?
- 33  Yes  No  Don't know \*E. Are there any rights-of-way,  
34 easements, or access limitations that  
35 may affect the Buyer's use of the  
36 property?
- 37  Yes  No  Don't know \*F. Are there any written agreements  
38 for joint maintenance of an easement or  
39 right-of-way?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
2							
3							
4	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing assessments against the property?
5							
6	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
7							
8							
9							
10							
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the property?
12							
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants, conditions, or restrictions recorded against the property?
14							
15							
16							

**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

25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written agreements?
26							
27	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
28							
29							
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(3) Are there any problems or repairs needed?
31							
32	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.
33							
34							
35							
36	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(5) Are there any water treatment systems for the property? If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
37							
38							
39	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	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?
40							
41							
42							
43							
44	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
45							
46							

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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    |   |

- 34  Yes  No  Don't know \*G. Was a structural pest or "whole  
 35 house" inspection done? If yes, when  
 36 and by whom was the inspection  
 37 completed? .....  
 38  Yes  No  Don't know H. During your ownership, has the  
 39 property had any wood destroying  
 40 organism or pest infestation?  
 41  Yes  No  Don't know I. Is the attic insulated?  
 42  Yes  No  Don't know J. Is the basement insulated?  
 43

**5. SYSTEMS AND FIXTURES**

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

- Yes     No     Don't know    Electrical system, including wiring, switches, outlets, and service
- Yes     No     Don't know    Plumbing system, including pipes, faucets, fixtures, and toilets
- Yes     No     Don't know    Hot water tank
- Yes     No     Don't know    Garbage disposal
- Yes     No     Don't know    Appliances
- Yes     No     Don't know    Sump pump
- Yes     No     Don't know    Heating and cooling systems
- Yes     No     Don't know    Security system  
 Owned  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.)

- Yes     No     Don't know    Security system .....
- Yes     No     Don't know    Tanks (type): .....
- Yes     No     Don't know    Satellite dish .....
- Other: .....

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

- Yes     No     Don't know    (1) Woodstove?
- Yes     No     Don't know    (2) Fireplace insert?
- Yes     No     Don't know    (3) Pellet stove?
- Yes     No     Don't know    (4) Fireplace?
- Yes     No     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:  
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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)?  
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**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  
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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  
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46                                     Yes       No       Don't know      \*F. Has the property been used for commercial or industrial purposes?  
47

- 1  Yes  No  Don't know \*G. Is there any soil or groundwater
- 2 contamination?
- 3  Yes  No  Don't know \*H. Are there transmission poles or
- 4 other electrical utility equipment
- 5 installed, maintained, or buried on the
- 6 property that do not provide utility
- 7 service to the structures on the
- 8 property?
- 9  Yes  No  Don't know \*I. Has the property been used as a
- 10 legal or illegal dumping site?
- 11  Yes  No  Don't know \*J. Has the property been used as an
- 12 illegal drug manufacturing site?
- 13  Yes  No  Don't know \*K. Are there any radio towers in the
- 14 area that cause interference with cellular
- 15 telephone reception?

**8. MANUFACTURED AND MOBILE HOMES**

If the property includes a manufactured or mobile home,

- 20  Yes  No  Don't know \*A. Did you make any alterations to the
- 21 home? If yes, please describe the
- 22 alterations: . . . . .
- 23  Yes  No  Don't know \*B. Did any previous owner make any
- 24 alterations to the home?
- 25  Yes  No  Don't know \*C. If alterations were made, were
- 26 permits or variances for these alterations
- 27 obtained?

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

- 31  Yes  No  Don't know \*Are there any other existing material
- 32 defects affecting the property that a
- 33 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 ---