
SENATE BILL 6472

State of Washington

62nd Legislature

2012 Regular Session

By Senators Harper, Honeyford, Kline, and Shin

Read first time 01/25/12. Referred to Committee on Financial Institutions, Housing & Insurance.

1 AN ACT Relating to disclosure of carbon monoxide alarms in real
2 estate transactions; amending RCW 64.06.020, 64.06.013, and 19.27.530;
3 and creating new sections.

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

5 NEW SECTION. **Sec. 1.** The legislature finds that the state
6 building code council has adopted rules relating to laws on
7 installation of carbon monoxide alarms in homes and buildings. The
8 legislature finds that amending the state's real estate seller
9 disclosure forms and ensuring that the responsibility for carbon
10 monoxide alarms is that of the seller, will aid in implementing this
11 law.

12 **Sec. 2.** RCW 64.06.020 and 2011 c 200 s 4 are each amended to read
13 as follows:

14 (1) In a transaction for the sale of improved residential real
15 property, the seller shall, unless the buyer has expressly waived the
16 right to receive the disclosure statement under RCW 64.06.010, or
17 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to

1 the buyer a completed seller disclosure statement in the following
2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

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

13 NOTICE TO THE BUYER

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

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

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

31 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
32 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
35 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS

1 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
2 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
3 WARRANTIES.

4 Seller is/ is not occupying the property.

5 **I. SELLER'S DISCLOSURES:**

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

9 **I. TITLE**

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

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

14 (1) First right of refusal

15 (2) Option

16 (3) Lease or rental agreement

17 (4) Life estate?

18 Yes No Don't know *C. Are there any encroachments,
19 boundary agreements, or boundary
20 disputes?

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

23 Yes No Don't know *E. Are there any rights-of-way,
24 easements, or access limitations that
25 may affect the Buyer's use of the
26 property?

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

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

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

35 Yes No Don't know *I. Are there any zoning violations,
36 nonconforming uses, or any unusual
37 restrictions on the property that would
38 affect future construction or
39 remodeling?

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

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

<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) Wood stove?
<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) wood stoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>E. Is the property equipped with carbon monoxide alarms?</u>
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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>F. Is the property equipped with smoke alarms?</u>
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6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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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<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic assessments: \$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year <input type="checkbox"/> Other
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1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special assessments?
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3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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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10				7. ENVIRONMENTAL
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
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15	<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?
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18	<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?
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22	<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?
23				
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25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
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32	<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?
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34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
35				
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*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?
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42	<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?
43				
44	<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?
45				

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
20 AGREEMENT.

21 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
22 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
23 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
24 DATE BUYER BUYER

25 (2) If the disclosure statement is being completed for new
26 construction which has never been occupied, the disclosure statement is
27 not required to contain and the seller is not required to complete the
28 questions listed in item 4. Structural or item 5. Systems and
29 Fixtures.

30 (3) The seller disclosure statement shall be for disclosure only,
31 and shall not be considered part of any written agreement between the
32 buyer and seller of residential property. The seller disclosure
33 statement shall be only a disclosure made by the seller, and not any
34 real estate licensee involved in the transaction, and shall not be
35 construed as a warranty of any kind by the seller or any real estate
36 licensee involved in the transaction.

37 **Sec. 3.** RCW 64.06.013 and 2010 c 64 s 3 are each amended to read
38 as follows:

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

7 INSTRUCTIONS TO THE SELLER

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

17 NOTICE TO THE BUYER

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

21 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
22 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
23 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
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26 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
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32 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
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34 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

35 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
36 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
37 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT

1 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
2 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
3 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
4 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
5 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
6 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR
7 WARRANTIES.

8 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 AND LEGAL

- Yes No Don't know A. Do you have legal authority to sell the property? If no, please explain.
- Yes No Don't know *B. Is title to the property subject to any of the following?
 - (1) First right of refusal
 - (2) Option
 - (3) Lease or rental agreement
 - (4) Life estate?
- Yes No Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?
- Yes No Don't know *D. Is there any leased parking?
- Yes No Don't know *E. Is there a private road or easement agreement for access to the property?
- Yes No Don't know *F. Are there any rights-of-way, easements, shared use agreements, or access limitations?
- Yes No Don't know *G. Are there any written agreements for joint maintenance of an easement or right-of-way?
- Yes No Don't know *H. Are there any zoning violations or nonconforming uses?
- Yes No Don't know *I. Is there a survey for the property?
- Yes No Don't know *J. Are there any legal actions pending or threatened that affect the property?
- Yes No Don't know *K. Is the property in compliance with the Americans with Disabilities Act?

2. WATER

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 19.27.530 and 2009 c 313 s 2 are each amended to read
5 as follows:

6 (1) By July 1, 2010, the building code council shall adopt rules
7 requiring that all buildings classified as residential occupancies, as
8 defined in the state building code in chapter 51-54 WAC, but excluding
9 owner-occupied single-family residences legally occupied before July
10 26, 2009, be equipped with carbon monoxide alarms.

11 (2)(a) The building code council may phase in the carbon monoxide
12 alarm requirements on a schedule that it determines reasonable,
13 provided that the rules require that by January 1, 2011, all newly
14 constructed buildings classified as residential occupancies will be
15 equipped with carbon monoxide alarms, and all other buildings
16 classified as residential occupancies will be equipped with carbon
17 monoxide alarms by January 1, 2013.

18 (b) Owner-occupied single-family residences legally occupied before
19 July 26, 2009, are exempt from the requirements of this subsection (2).
20 However, for any owner-occupied single-family residence that is sold on
21 or after July 26, 2009, the seller must equip the residence with carbon
22 monoxide alarms in accordance with the requirements of the state
23 building code before the buyer or any other person may legally occupy
24 the residence following such sale.

25 (3) The building code council may exempt categories of buildings
26 classified as residential occupancies if it determines that requiring
27 carbon monoxide alarms are unnecessary to protect the health and
28 welfare of the occupants.

29 (4) The rules adopted by the building code council under this
30 section must (a) consider applicable nationally accepted standards and
31 (b) require that the maintenance of a carbon monoxide alarm in a
32 building where a tenancy exists, including the replacement of
33 batteries, is the responsibility of the tenant, who shall maintain the
34 alarm as specified by the manufacturer.

35 (5) Real estate brokers licensed under chapter 18.85 RCW are not
36 liable in any civil claim for the failure of any seller or other

1 property owner to comply with the requirements of this section or rules
2 adopted by the building code council.

3 NEW SECTION. **Sec. 5.** Sections 2 and 3 of this act only apply to
4 real estate transactions for which a purchase and sale agreement is
5 entered into after the effective date of this section.

--- END ---