
SUBSTITUTE SENATE BILL 5156

State of Washington

64th Legislature

2015 Regular Session

By Senate Commerce & Labor (originally sponsored by Senators Keiser, Warnick, and Conway)

READ FIRST TIME 01/29/15.

1 AN ACT Relating to the disclosure of information regarding
2 elevators and other conveyances in certain real estate transactions;
3 amending RCW 64.06.020; and creating a new section.

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

5 **Sec. 1.** RCW 64.06.020 and 2012 c 132 s 2 are each amended to
6 read as follows:

7 (1) In a transaction for the sale of improved 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
11 to 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
16 the answer is "yes" to any * items, please explain on attached
17 sheets. Please refer to the line number(s) of the question(s) when
18 you provide your explanation(s). For your protection you must date
19 and sign each page of this disclosure statement and each attachment.
20 Delivery of the disclosure statement must occur not later than five

1 business days, unless otherwise agreed, after mutual acceptance of a
2 written contract to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

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

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

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

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

31 Seller is/ is not occupying the property.

32 I. SELLER'S DISCLOSURES:

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

36 1. TITLE

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Do you have legal authority to sell
2							the property? If no, please explain.
3	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Is title to the property subject to
4							any of the following?
5							(1) First right of refusal
6							(2) Option
7							(3) Lease or rental agreement
8							(4) Life estate?
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Are there any encroachments,
10							boundary agreements, or boundary
11							disputes?
12	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*D. Is there a private road or easement
13							agreement for access to the property?
14	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any rights-of-way,
15							easements, or access limitations that
16							may affect the Buyer's use of the
17							property?
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are there any written agreements
19							for joint maintenance of an easement
20							or right-of-way?
21	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project,
22							or notice that would adversely affect
23							the property?
24	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing
25							assessments against the property?
26	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Are there any zoning violations,
27							nonconforming uses, or any unusual
28							restrictions on the property that would
29							affect future construction or
30							remodeling?
31	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the
32							property?
33	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants,
34							conditions, or restrictions recorded
35							against the property?
36							2. WATER
37							A. Household Water

1			(1) The source of water for the
2			property is:
3			<input type="checkbox"/> Private or publicly owned
4			water system
5			<input type="checkbox"/> Private well serving only the
6			subject property
7			* <input type="checkbox"/> Other water system
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
9			*If shared, are there any written
10			agreements?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
12			*(2) Is there an easement
13			(recorded or unrecorded) for
14			access to and/or maintenance of
15			the water source?
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
17			*(3) Are there any problems or
18			repairs needed?
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
20			(4) During your ownership, has
21			the source provided an adequate
22			year-round supply of potable
23			water? If no, please explain.
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
25			*(5) Are there any water
26			treatment systems for the
27			property? If yes, are they
28			<input type="checkbox"/> Leased <input type="checkbox"/> Owned
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
30			*(6) Are there any water rights
31			for the property associated with
32			its domestic water supply, such
33			as a water right permit,
34			certificate, or claim?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
36			(a) If yes, has the water right
37			permit, certificate, or claim been
38			assigned, transferred, or
39			changed?
			*(b) If yes, has all or any portion
			of the water right not been used
			for five or more successive
			years?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
			*(7) Are there any defects in the
			operation of the water system
			(e.g. pipes, tank, pump, etc.)?

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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:
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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

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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:

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

.....

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

D. If the property is connected to an
on-site sewage system:

Yes No Don't know *(1) Was a permit issued for its
construction, and was it approved
by the local health department or
district following its
construction?

(2) When was it last pumped?

.....

Yes No Don't know *(3) Are there any defects in the
operation of the on-site sewage
system?

Don't know (4) When was it last inspected?

.....

By whom:

Don't know (5) For how many bedrooms was
the on-site sewage system
approved?

..... bedrooms

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Yes No Don't know E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

Yes No Don't know *F. Have there been any changes or repairs to the on-site sewage system?

Yes No Don't know G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.

Yes No Don't know *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

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

4. STRUCTURAL

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

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

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

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

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

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

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

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Yes No Don't know *F. Are there any defects with the following: (If yes, please check applicable items and explain.)

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|---|--|--|
| <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"/> Woodstoves | <input type="checkbox"/> <u>Elevators</u> |
| <input type="checkbox"/> <u>Incline Elevators</u> | <input type="checkbox"/> <u>Stairway Chair</u> | <input type="checkbox"/> <u>Wheelchair Lifts</u> |

Lifts

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

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

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

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

5. SYSTEMS AND FIXTURES

*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

1 Yes No Don't know Heating and cooling systems

2 Yes No Don't know Security system

3 Owned Leased

4 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.)

9 Yes No Don't know Security system

10 Yes No Don't know Tanks (type):

11 Yes No Don't know Satellite dish

12 Other:

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

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

17 Yes No Don't know (2) Fireplace insert?

18 Yes No Don't know (3) Pellet stove?

19 Yes No Don't know (4) Fireplace?

20 Yes No Don't know If yes, are all of the (1)

21 woodstoves or (2) fireplace

22 inserts certified by the U.S.

23 Environmental Protection

24 Agency as clean burning

25 appliances to improve air quality

26 and public health?

27 Yes No Don't know D. Is the property located within a

28 city, county, or district or within a

29 department of natural resources fire

30 protection zone that provides fire

31 protection services?

32 Yes No Don't know E. Is the property equipped with

33 carbon monoxide alarms?

34 (Note: Pursuant to RCW 19.27.530,

35 seller must equip the residence with

36 carbon monoxide alarms as required

37 by the state building code.)

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Yes No Don't know F. Is the property equipped with smoke alarms?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

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

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

Yes No Don't know *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

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

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

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Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

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

Yes No Don't know *E. Are there any substances, materials, or products 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?

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

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

Yes No Don't know *H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

Yes No Don't know *I. Has the property been used as a legal or illegal dumping site?

Yes No Don't know *J. Has the property been used as an illegal drug manufacturing site?

Yes No Don't know *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 *A. Did you make any alterations to the home? If yes, please describe the alterations:

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Yes No Don't know *B. Did any previous owner make any alterations to the home?

Yes No Don't know *C. If alterations were made, were permits or variances for these alterations obtained?

9. 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 THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate
- 3 information provided by Seller, except to the extent that
- 4 real estate licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended
- 6 to be a part of the written agreement between the Buyer
- 7 and Seller.
- 8 E. Buyer (which term includes all persons signing the
- 9 "Buyer's acceptance" portion of this disclosure statement
- 10 below) has received a copy of this Disclosure Statement
- 11 (including 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
17 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
19 THE 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
24 PARTY.

25 DATE BUYER BUYER.

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

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

1 NEW SECTION. **Sec. 2.** Section 1 of this act applies only to real
2 estate transactions for which a purchase and sale agreement is
3 entered into after the effective date of this section.

--- END ---