
SUBSTITUTE SENATE BILL 5391

State of Washington

66th Legislature

2019 Regular Session

By Senate Financial Institutions, Economic Development & Trade
(originally sponsored by Senators Zeiger, Mullet, Padden, Das,
Warnick, Hunt, and Keiser)

READ FIRST TIME 02/15/19.

1 AN ACT Relating to seller disclosure requirements in property
2 sales; and amending RCW 64.06.013, 64.06.015, and 64.06.020.

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

4 **Sec. 1.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to
5 read as follows:

6 (1) In a transaction for the sale of commercial real estate, the
7 seller shall, unless the buyer has expressly waived the right to
8 receive the disclosure statement under RCW 64.06.010, or unless the
9 transfer is otherwise exempt under RCW 64.06.010, deliver to the
10 buyer a completed seller disclosure statement in the following format
11 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. If
14 the question clearly does not apply to the property write "NA." If
15 the answer is "yes" to any * items, please explain on attached
16 sheets. Please refer to the line number(s) of the question(s) when
17 you provide your explanation(s). For your protection you must date
18 and sign each page of this disclosure statement and each attachment.
19 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,~~
30 ~~DEFECTS, OR WARRANTIES) The following disclosures are made by seller~~
31 ~~about the condition of the property located at~~
32 ~~("the property"), or as legally described on attached exhibit A.~~

33 Seller makes the following disclosures of existing materials facts or
34 material defects to buyer based on seller's actual knowledge of the
35 property at the time seller completes this disclosure statement.

36 Unless you and seller otherwise agree in writing, you have three
37 business days from the day seller or seller's agent delivers this
38 disclosure statement to you to rescind the agreement by delivering a

1 separately signed written statement of rescission to seller or
2 seller's agent. If the seller does not give you a completed
3 disclosure statement, then you may waive the right to rescind prior
4 to or after the time you enter into a sale agreement.

5 The following are disclosures made by seller and are not the
6 representation of any real estate licensee or other party. This
7 information is for disclosure only and is not intended to be a part
8 of any written agreement between buyer and seller.

9 For a more comprehensive examination of the specific condition of the
10 property you are advised to obtain and pay for the services of
11 qualified experts to inspect the property, which may include, without
12 limitation, architects, engineers, land surveyors, plumbers,
13 electricians, roofers, building inspectors, on-site wastewater
14 treatment inspectors, or structural pest inspectors. The prospective
15 buyer and seller may wish to obtain professional advice or
16 inspections of the property or to provide appropriate provisions in a
17 contract between them with respect to any advice, inspection,
18 defects, or warranties. In addition, if any of seller's answers,
19 including any "don't know" answers, may be cause for further
20 inspection, buyer is advised to obtain qualified experts to inspect
21 the property to buyer's satisfaction.

22 Seller is/ is not occupying the property.

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

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

27 **I. TITLE AND LEGAL**

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

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

- 32 (1) First right of refusal
33 (2) Option
34 (3) Lease or rental agreement
35 (4) Life estate?

- 1 A. Buyer hereby acknowledges that: Buyer has a duty to pay
2 diligent attention to any material defects that are known to
3 Buyer or can be known to Buyer by utilizing diligent
4 attention and observation.
- 5 B. The disclosures set forth in this statement and in any
6 amendments to this statement are made only by the Seller
7 and not by any real estate licensee or other party.
- 8 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
9 real estate licensees are not liable for inaccurate information
10 provided by Seller, except to the extent that real estate
11 licensees know of such inaccurate information.
- 12 D. This information is for disclosure only and is not intended
13 to be a part of the written agreement between the Buyer and
14 Seller.
- 15 E. Buyer (which term includes all persons signing the "Buyer's
16 acceptance" portion of this disclosure statement below) has
17 received a copy of this Disclosure Statement (including
18 attachments, if any) bearing Seller's signature.

19 (~~DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY~~
20 ~~SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME~~
21 ~~SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER~~
22 ~~OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM~~
23 ~~THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT~~
24 ~~TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN~~
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26 ~~THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE~~
27 ~~AGREEMENT.~~

28 ~~BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE~~
29 ~~STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE~~
30 ~~OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER~~
31 ~~PARTY))~~ Disclosures contained in this disclosure statement are
32 provided by seller based on seller's actual knowledge of the property
33 at the time seller completes this disclosure statement. Unless buyer
34 and seller otherwise agree in writing, buyer shall have three
35 business days from the day seller or seller's agent delivers this
36 disclosure statement of rescission to seller or seller's agent. You
37 may waive the right to rescind prior to or after the time you enter
38 into a sale agreement.

1 Buyer hereby acknowledges receipt of a copy of this disclosure
2 statement and acknowledges that the disclosures made herein are those
3 of the seller only, and not of any real estate licensee or other
4 party.

5 DATE BUYER BUYER.

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

13 **Sec. 2.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to
14 read as follows:

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

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23 the question clearly does not apply to the property write "NA." If
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14 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
15 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
16 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
17 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
18 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
19 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
20 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
21 OR WARRANTIES)) The following disclosures are made by seller about
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23 ("the property"), or as legally described on attached exhibit A.

24 Seller makes the following disclosures of existing materials facts or
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27 Unless you and seller otherwise agree in writing, you have three
28 business days from the day seller or seller's agent delivers this
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37 of any written agreement between buyer and seller.

1 For a more comprehensive examination of the specific condition of the
2 property you are advised to obtain and pay for the services of
3 qualified experts to inspect the property, which may include, without
4 limitation, architects, engineers, land surveyors, plumbers,
5 electricians, roofers, building inspectors, on-site wastewater
6 treatment inspectors, or structural pest inspectors. The prospective
7 buyer and seller may wish to obtain professional advice or
8 inspections of the property or to provide appropriate provisions in a
9 contract between them with respect to any advice, inspection,
10 defects, or warranties. In addition, if any of seller's answers,
11 including any "don't know" answers, may be cause for further
12 inspection, buyer is advised to obtain qualified experts to inspect
13 the property to buyer's satisfaction.

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
17 answer and attach documents, if available and not otherwise publicly recorded. If
18 necessary, 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 affect the Buyer's use of 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/SEPTIC 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:
.....

- Yes No Don't know B. 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?

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

- Yes No Don't know *(1) Was a permit issued for its construction?
- Yes No Don't know *(2) Was it approved by the local health department or district following its construction?
- Yes No Don't know (3) Is the septic system a pressurized system?
- Yes No Don't know (4) Is the septic system a gravity system?
- Yes No Don't know *(5) Have there been any changes or repairs to the on-site sewage system?
- Yes No Don't know (6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:

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.....
 Yes No Don't know *(7) Does the on-site sewage system
require monitoring and maintenance
services more frequently than once a
year?
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4. ELECTRICAL/GAS

Yes No Don't know A. Is the property served by natural
gas?

Yes No Don't know B. Is there a connection charge for gas?

Yes No Don't know C. Is the property served by electricity?

Yes No Don't know D. Is there a connection charge for
electricity?

Yes No Don't know *E. Are there any electrical problems
on the property?
.....

5. FLOODING

Yes No Don't know A. Is the property located in a
government designated flood zone or
floodplain?

6. SOIL STABILITY

Yes No Don't know *A. Are there any settlement, earth
movement, slides, or similar soil
problems on the property?
.....

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?

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?

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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)?

9. OTHER FACTS

Yes No Don't know *A. Are there any disagreements,
disputes, encroachments, or legal
actions concerning the property?
.....

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

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 and
- 7 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.

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27 and seller otherwise agree in writing, buyer shall have three

28 business days from the day seller or seller's agent delivers this

29 disclosure statement of rescission to seller or seller's agent. You

30 may waive the right to rescind prior to or after the time you enter

31 into a sale agreement.

32 Buyer hereby acknowledges receipt of a copy of this disclosure

33 statement and acknowledges that the disclosures made herein are those

34 of the seller only, and not of any real estate licensee or other

35 party.

36 DATE BUYER BUYER.

37 (2) The seller disclosure statement shall be for disclosure only,

38 and shall not be considered part of any written agreement between the

1 buyer and seller of residential property. The seller disclosure
2 statement shall be only a disclosure made by the seller, and not any
3 real estate licensee involved in the transaction, and shall not be
4 construed as a warranty of any kind by the seller or any real estate
5 licensee involved in the transaction.

6 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to
7 read as follows:

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

14 INSTRUCTIONS TO THE SELLER

15 Please complete the following form. Do not leave any spaces blank. If
16 the question clearly does not apply to the property write "NA." If
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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
38 inspections of the property or to provide appropriate provisions in a

1 contract between them with respect to any advice, inspection,
2 defects, or warranties. In addition, if any of seller's answers,
3 including any "don't know" answers, may be cause for further
4 inspection, buyer is advised to obtain qualified experts to inspect
5 the property to buyer's satisfaction.

6 Seller is/ is not occupying the property.

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

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

11 **1. TITLE**

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

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

16 (1) First right of refusal

17 (2) Option

18 (3) Lease or rental agreement

19 (4) Life estate?

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

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

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

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

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

35 Yes No Don't know *H. Are there any pending or existing
36 assessments against 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:

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?

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Yes No Don't know E. Is the property equipped with carbon monoxide alarms?

(Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)

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:

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?

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

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.

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- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

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

~~BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY))~~ Disclosures contained in this disclosure statement are provided by seller based on seller's actual knowledge of the property at the time seller completes this disclosure statement. Unless buyer and seller otherwise agree in writing, buyer shall have three business days from the day seller or seller's agent delivers this disclosure statement of rescission to seller or seller's agent. You may waive the right to rescind prior to or after the time you enter into a sale agreement.

Buyer hereby acknowledges receipt of a copy of this disclosure statement and acknowledges that the disclosures made herein are those of the seller only, and not of any real estate licensee or other party.

DATE BUYER BUYER.

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

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

--- END ---