Chapter 64.06 RCW
REAL PROPERTY TRANSFERS—SELLERS' DISCLOSURES

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RCW 64.06.005 Definitions. ***(Effective until January 1, 2028.)***

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Commercial real estate" has the same meaning as in RCW 60.42.005.

(2) "Improved residential property," "unimproved residential property," and "commercial real estate" do not include a condominium unit created under chapter 64.90 RCW on or after July 1, 2018, if the buyer of the unit entered into a contract to purchase the unit prior to July 1, 2018, and received a public offering statement pursuant to chapter 64.34 RCW prior to July 1, 2018.

(3) "Improved residential real property" means:

(a) Real property consisting of, or improved by, one to four residential dwelling units;

(b) A residential condominium as defined in RCW 64.34.020(10), unless the sale is subject to the public offering statement requirement in the Washington condominium act, chapter 64.34 RCW;

(c) A residential timeshare, as defined in RCW 64.36.010(11), unless subject to written disclosure under the Washington timeshare act, chapter 64.36 RCW;

(d) A mobile or manufactured home, as defined in RCW 43.22.335 or 46.04.302, that is personal property; or

(e) A residential common interest community as defined in RCW 64.90.010(10) unless the sale is subject to the public offering

statement requirement in the Washington uniform common interest ownership act, chapter 64.90 RCW.

(4) "Residential real property" means both improved and unimproved residential real property.

(5) "Seller disclosure statement" means the form to be completed by the seller of residential real property as prescribed by this chapter.

(6) "Unimproved residential real property" means property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare, or a mobile or manufactured home. It does not include commercial real estate or property defined as "timberland" under RCW 84.34.020. [2019 c 238 s 214; 2010 c 64 s 1; 2009 c 505 s 1; 2007 c 107 s 2; 2002 c 268 s 8; 1994 c 200 s 1.]

Reviser's note: The definitions in this section have been alphabetized pursuant to RCW 1.08.015(2)(k).

Application—2009 c 505: "This act applies prospectively and not retroactively. It applies only to sales of property that arise on or after July 26, 2009." [2009 c 505 s 5.]

Findings—Intent—2007 c 107: See note following RCW 64.06.015.

Purpose—Finding—Effective dates—2002 c 268: See notes following RCW 43.22.434.

RCW 64.06.005 Definitions. *(Effective January 1, 2028.)* The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Commercial real estate" has the same meaning as in RCW 60.42.005.

(2) "Improved residential property," "unimproved residential property," and "commercial real estate" do not include a condominium unit created under chapter 64.90 RCW on or after July 1, 2018, if the buyer of the unit entered into a contract to purchase the unit prior to July 1, 2018, and received a public offering statement pursuant to former chapter 64.34 RCW prior to July 1, 2018.

(3) "Improved residential real property" means:

(a) Real property consisting of, or improved by, one to four residential dwelling units;

(b) A residential timeshare, as defined in RCW 64.36.010(11), unless subject to written disclosure under the Washington timeshare act, chapter 64.36 RCW;

(c) A mobile or manufactured home, as defined in RCW 43.22.335 or 46.04.302, that is personal property; or

(d) A residential common interest community as defined in RCW 64.90.010 unless the sale is subject to the public offering statement requirement in the Washington uniform common interest ownership act, chapter 64.90 RCW.

(4) "Residential real property" means both improved and unimproved residential real property.

(5) "Seller disclosure statement" means the form to be completed by the seller of residential real property as prescribed by this chapter.

(6) "Unimproved residential real property" means property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare, or a mobile or manufactured home. It does not include commercial real estate or property defined as "timberland" under RCW 84.34.020. [2024 c 321 s 415. Prior: 2019 c 238 s 214; 2010 c 64 s 1; 2009 c 505 s 1; 2007 c 107 s 2; 2002 c 268 s 8; 1994 c 200 s 1.]

Effective dates—2024 c 321 ss 319 and 401-432: See note following RCW 64.90.485.

Application—2009 c 505: "This act applies prospectively and not retroactively. It applies only to sales of property that arise on or after July 26, 2009." [2009 c 505 s 5.]

Findings—Intent—2007 c 107: See note following RCW 64.06.015.

Purpose—Finding—Effective dates—2002 c 268: See notes following RCW 43.22.434.

RCW 64.06.010 Application—Exceptions for certain transfers of real property. This chapter does not apply to the following transfers of real property:

(1) A foreclosure or deed-in-lieu of foreclosure;

(2) A gift or other transfer to a parent, spouse, domestic partner, or child of a transferor or child of any parent, spouse, or domestic partner of a transferor;

(3) A transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership;

(4) A transfer where a buyer had an ownership interest in the property within two years of the date of the transfer including, but not limited to, an ownership interest as a partner in a partnership, a limited partner in a limited partnership, a shareholder in a corporation, a leasehold interest, or transfers to and from a facilitator pursuant to a tax deferred exchange;

(5) A transfer of an interest that is less than fee simple, except that the transfer of a vendee's interest under a real estate contract is subject to the requirements of this chapter;

(6) A transfer made by the personal representative of the estate of the decedent or by a trustee in bankruptcy; and

(7) A transfer in which the buyer has expressly waived the receipt of the seller disclosure statement. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," the buyer may not waive the receipt of the "Environmental" section of the seller disclosure statement. [2010 c 64 s 2; 2008 c 6 s 632; 2007 c 107 s 3; 1994 c 200 s 2.]

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Findings—Intent—2007 c 107: See note following RCW 64.06.015.

RCW 64.06.013 Commercial real estate—Seller's duty—Format of disclosure statement—Minimum information. (1) In a transaction for the sale of commercial real estate, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

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

NOTICE TO THE BUYER

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

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

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

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

Seller . . . . is/ . . . . is not occupying the property.

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

[ ] Yes [ ] No [ ] Don't know *Are there any water rights for the property, such as a water right permit, certificate, or claim?

3. SEWER/ON-SITE SEWAGE SYSTEM

[ ] Yes [ ] No [ ] Don't know *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?

4. STRUCTURAL

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

[ ] Yes [ ] No [ ] Don't know *B. Has any occupied subsurface flooded or leaked within the last five years?

[ ] 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. Has there been any settling, slippage, or sliding of the property or its improvements?

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

□ Foundations
□ Doors
□ Ceilings
□ Sidewalks
□ Other
□ Interior Walls
□ Windows
□ Slab Floors
□ Outbuildings
□ Exterior Walls
□ Siding

5. SYSTEMS AND FIXTURES

[ ] Yes [ ] No [ ] Don't know * Are there any defects in the following systems? If yes, please explain.

[ ] Yes [ ] No [ ] Don't know (1) Electrical system

[ ] Yes [ ] No [ ] Don't know (2) Plumbing system

[ ] Yes [ ] No [ ] Don't know (3) Heating and cooling systems

[ ] Yes [ ] No [ ] Don't know (4) Fire and security system

[ ] Yes [ ] No [ ] Don't know (5) Carbon monoxide alarms

6. 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. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

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

[ ] Yes [ ] No [ ] Don't know *D. 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 *E. Is there any soil or groundwater contamination?

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

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

7. FULL DISCLOSURE BY SELLERS

[ ] Yes	[ ] No	[ ] Don't know	A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

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

NOTICE TO 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.

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.

DATE . . . . . BUYER . . . . . BUYER. . . . . .

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction. [2012 c 132 s 3; 2010 c 64 s 3.]

Findings—2012 c 132: See note following RCW 64.06.020.

Application—2012 c 132 ss 2 and 3: See note following RCW 64.06.020.

RCW 64.06.015 Unimproved residential real property—Seller's duty—Format of disclosure statement—Minimum information. (1) In a

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

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

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

Seller . . . . is/ . . . . is not occupying the property.

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

[ ] 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 a private road or easement agreement for access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?
[ ] Yes	[ ] No	[ ] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
[ ] Yes	[ ] No	[ ] Don't know	*H. Are there any pending or existing assessments against the property?
[ ] Yes	[ ] No	[ ] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?
[ ] Yes	[ ] No	[ ] Don't know	*J. Is there a boundary survey for the property?
[ ] Yes	[ ] No	[ ] Don't know	*K. Are there any covenants, conditions, or restrictions recorded against title to the property?
			2. WATER
			A. Household Water
[ ] Yes	[ ] No	[ ] Don't know	(1) Does the property have potable water supply?
			(2) If yes, the source of water for the property is: [ ] Private or publicly owned water system [ ] Private well serving only the property *[ ] Other water system
[ ] Yes	[ ] No	[ ] Don't know	*If shared, are there any written agreements?
[ ] Yes	[ ] No	[ ] Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
[ ] Yes	[ ] No	[ ] Don't know	*(4) Are there any problems or repairs needed?
[ ] Yes	[ ] No	[ ] Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
[ ] Yes	[ ] No	[ ] Don't know	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
[ ] Yes	[ ] No	[ ] Don't know	(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)
[ ] Yes	[ ] No	[ ] Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
			*(b) 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	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?
[ ] Yes	[ ] No	[ ] Don't know	*(8) 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? (If yes, please attach a copy.)
[ ] 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 yes, 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 irrigation 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/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: . . . . .
[ ] Yes	[ ] No	[ ] Don't know	*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? . . . . .
			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?
[ ] 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 that cause interference with cellular telephone reception?

8. 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)?

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? . . . . . 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

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.

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.

DATE . . . . . BUYER . . . . . BUYER. . . . . .

(2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction. [2011 c 200 s 3. Prior: 2009 c 505 s 2; 2009 c 130 s 1; 2007 c 107 s 5.]

Application—2009 c 505: See note following RCW 64.06.005.

Findings—Intent—2007 c 107: "(1) The legislature finds that:

(a) Some purchasers of residential property have been financially ruined, and their health threatened, by the discovery of toxic materials buried or otherwise hidden on the property, that was not disclosed by the seller who had actual knowledge of the presence of such materials before the sale;

(b) Current law exempts some sellers from legal responsibility to disclose what they know about the presence of toxic materials on unimproved property they are selling for residential purposes; and

(c) Seller disclosure statements provide information of fundamental importance to a buyer to help the buyer determine whether the property has health and safety characteristics suitable for residential use and whether the buyer can financially afford the clean-up costs and related legal costs.

(2) The legislature intends that:

(a) Purchasers of unimproved property intended to be used for residential purposes be entitled to receive from the seller information known by the seller about toxic materials on or buried in the property;

(b) There be no legal exemptions from such disclosure in the interests of fairness and transparency in residential property sales transactions; and

(c) Separate residential property sales disclosure forms be used for improved and unimproved property, to assist with transparency in property transactions." [2007 c 107 s 1.]

RCW 64.06.020 Improved residential real property—Seller's duty—Format of disclosure statement—Minimum information.

*** CHANGE IN 2026 *** (SEE 2239-S.SL) ***

*** CHANGE IN 2026 *** (SEE 1500-S.SL) ***

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

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

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

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

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

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

Seller . . . . is/ . . . . is not occupying the property.

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

[ ] 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 a private road or easement agreement for access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
[ ] Yes	[ ] No	[ ] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
[ ] Yes	[ ] No	[ ] Don't know	*H. Are there any pending or existing assessments against the property?
[ ] Yes	[ ] No	[ ] 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?
[ ] Yes	[ ] No	[ ] Don't know	*J. Is there a boundary survey for the property?
[ ] Yes	[ ] No	[ ] Don't know	*K. Are there any covenants, conditions, or restrictions recorded against the property? NOTICE TO THE BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

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
[ ] Yes	[ ] No	[ ] Don't know	*If shared, are there any written agreements?
[ ] Yes	[ ] No	[ ] Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
[ ] Yes	[ ] No	[ ] Don't know	*(3) Are there any problems or repairs needed?
[ ] Yes	[ ] No	[ ] Don't know	(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.
[ ] Yes	[ ] No	[ ] Don't know	*(5) Are there any water treatment systems for the property? If yes, are they [ ] Leased [ ] Owned
[ ] Yes	[ ] No	[ ] 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?
[ ] Yes	[ ] No	[ ] Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
			*(b) 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	*(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:
[ ] 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
[ ] 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?

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

□ Foundations	□ Decks	□ Exterior Walls
□ Chimneys	□ Interior Walls	□ Fire Alarm
□ Doors	□ Windows	□ Patio
□ Ceilings	□ Slab Floors	□ Driveways
□ Pools	□ Hot Tub	□ Sauna
□ Sidewalks	□ Outbuildings	□ Fireplaces
□ Garage Floors	□ Walkways	□ Siding
□ Other	□ Woodstoves	□ Elevators
□ Incline Elevators	□ Stairway Chair Lifts	□ Wheelchair 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

[ ] 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?

[ ] 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 detection devices?
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

[ ] Yes [ ] No [ ] Don't know G. Does the property currently have internet service?

[ ] Don't know Provider . . . . . .

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?
[ ] 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?
[ ] 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: . . . . .
[ ] 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

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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.

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.

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DATE . . . . . BUYER . . . . . BUYER. . . . . .

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

(3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction. [2021 c 256 s 3; 2021 c 25 s 1; 2019 c 455 s 3; 2015 c 110 s 1; 2012 c 132 s 2; 2011 c 200 s 4. Prior: 2009 c 505 s 3; 2009 c 130 s 2; 2007 c 107 s 4; 2004 c 114 s 1; 2003 c 200 s 1; 1996 c 301 s 2; 1994 c 200 s 3.]

Reviser's note: This section was amended by 2021 c 25 s 1 and by 2021 c 256 s 3, each without reference to the other. Both amendments are incorporated in the publication of this section under RCW 1.12.025(2). For rule of construction, see RCW 1.12.025(1).

Findings—Intent—Application—2021 c 256: See notes following RCW 49.60.525.

Application—2021 c 25: "This act applies to real estate transactions entered into on or after January 1, 2022." [2021 c 25 s 2.]

Application—2019 c 455 s 3: "Section 3 of this act is effective for real estate transactions entered into on or after January 1, 2020." [2019 c 455 s 6.]

Short title—2019 c 455: See note following RCW 43.44.110.

Application—2015 c 110 s 1: "Section 1 of this act applies only to real estate transactions for which a purchase and sale agreement is entered into after July 24, 2015." [2015 c 110 s 2.]

Findings—2012 c 132: "The legislature finds that the state building code council has adopted rules relating to laws on installation of carbon monoxide alarms in homes and buildings. The legislature finds that amending the state's real estate seller disclosure forms and ensuring that the responsibility for carbon monoxide alarms is that of the seller, will aid in implementing this law." [2012 c 132 s 1.]

Application—2012 c 132 ss 2 and 3: "Sections 2 and 3 of this act only apply to real estate transactions for which a purchase and sale agreement is entered into after June 7, 2012." [2012 c 132 s 5.]

Application—2009 c 505: See note following RCW 64.06.005.

Findings—Intent—2007 c 107: See note following RCW 64.06.015.

Application—Effective date—2004 c 114: See notes following RCW 64.06.021.

Effective date—1996 c 301 s 2: "Section 2 of this act shall take effect July 1, 1996." [1996 c 301 s 7.]

RCW 64.06.021 Notice regarding sex offenders. The notice regarding sex offenders under RCW 64.06.020 does not create any legal duty on the part of the seller, or on the part of any real estate licensee, to investigate or to provide the buyer with information regarding the actual presence, or lack thereof, of registered sex offenders in the area of any property, including but not limited to any property that is the subject of a disclosure or waiver of disclosure under this chapter, or that is exempt from disclosure under RCW 64.06.010. [2004 c 114 s 2.]

Application—2004 c 114: "This act applies prospectively only and not retroactively. It applies only to residential real property purchase and sale agreements entered into on or after January 1, 2005, without regard to when the agreements are closed or finalized." [2004 c 114 s 3.]

Effective date—2004 c 114: "This act takes effect January 1, 2005." [2004 c 114 s 4.]

RCW 64.06.022 Disclosure of possible proximity to farm or working forest. A seller of residential real property shall make available to the buyer the following statement: "This notice is to

inform you that the real property you are considering for purchase may lie in close proximity to a farm or working forest. The operation of a farm or working forest involves usual and customary agricultural practices or forest practices, which are protected under RCW 7.48.305, the Washington right to farm act." [2019 c 17 s 2; 2010 c 64 s 4; 2006 c 77 s 1; 2005 c 511 s 3.]

Findings—2019 c 17: "(1) The legislature finds that maintaining the ecological and economic benefits of Washington's working forests is a critical part of planning for a fast-growing population and a changing climate. Sustainable, thriving working forests offer multiple benefits to the state, including clean water and air, fish and wildlife habitat, carbon storage, areas of open space and green amidst constant development pressures, and a strong economic base for rural jobs and statewide economic diversity.

(2) The legislature further finds that RCW 7.48.305, also known as the Washington right to farm act, provides certain protections from nuisance lawsuits arising from standard agricultural and forest practices. However, the mandatory real estate disclosure statement that provides residential home purchasers with notice of the right to farm act expressly notifies homebuyers of the law's protections for nearby agricultural operations but fails to provide that same notice for nearby forestry operations.

(3) The legislature further finds that modifying the real estate disclosure statement relating to the right to farm act to include working forests gives homebuyers a more accurate description of the effect of the right to farm act and Washington's science-based forest practices regulations that protect the state's public resources. This is important as population growth encroaches into forestland and brings residential land uses into areas historically dominated by commercial forestry." [2019 c 17 s 1.]

Applicability—2019 c 17: "This act applies prospectively only and not retroactively. It applies only to sales of property that arise on or after January 1, 2020." [2019 c 17 s 3.]

RCW 64.06.030 Delivery of disclosure statement—Buyer's options—Time frame. Unless the buyer has expressly waived the right to receive the disclosure statement, not later than five business days or as otherwise agreed to, after mutual acceptance of a written agreement between a buyer and a seller for the purchase and sale of residential real property, the seller shall deliver to the buyer a completed, signed, and dated real property transfer disclosure statement. Within three business days, or as otherwise agreed to, of receipt of the real property transfer disclosure statement, the buyer shall have the right to exercise one of the following two options: (1) Approving and accepting the real property transfer disclosure statement; or (2) rescinding the agreement for the purchase and sale of the property, which decision may be made by the buyer in the buyer's sole discretion. If the buyer elects to rescind the agreement, the buyer must deliver written notice of rescission to the seller within the three-business-day period, or as otherwise agreed to, and upon delivery of the written rescission notice the buyer shall be entitled to immediate return of all deposits and other considerations less any agreed disbursements paid to the seller, or to the seller's agent or

an escrow agent for the seller's account, and the agreement for purchase and sale shall be void. If the buyer does not deliver a written recision notice to [the] seller within the three-business-day period, or as otherwise agreed to, the real property transfer disclosure statement will be deemed approved and accepted by the buyer. [1996 c 301 s 3; 1994 c 200 s 4.]

RCW 64.06.040 After delivery of disclosure statement—Additional information—Seller's duty—Buyer's options—Closing the transaction. (1) If, after the date that a seller of real property completes a real property transfer disclosure statement, the seller learns from a source other than the buyer or others acting on the buyer's behalf such as an inspector of additional information or an adverse change which makes any of the disclosures made inaccurate, the seller shall amend the real property transfer disclosure statement, and deliver the amendment to the buyer. No amendment shall be required, however, if the seller takes whatever corrective action is necessary so that the accuracy of the disclosure is restored, or the adverse change is corrected, at least three business days prior to the closing date. Unless the corrective action is completed by the seller prior to the closing date, the buyer shall have the right to exercise one of the following two options: (a) Approving and accepting the amendment, or (b) rescinding the agreement of purchase and sale of the property within three business days after receiving the amended real property transfer disclosure statement. Acceptance or recision shall be subject to the same procedures described in RCW 64.06.030. If the closing date provided in the purchase and sale agreement is scheduled to occur within the three-business-day rescission period provided for in this section, the closing date shall be extended until the expiration of the three-business-day rescission period. The buyer shall have no right of rescission if the seller takes whatever action is necessary so that the accuracy of the disclosure is restored at least three business days prior to the closing date.

(2) In the event any act, occurrence, or agreement arising or becoming known after the closing of a real property transfer causes a real property transfer disclosure statement to be inaccurate in any way, the seller of such property shall have no obligation to amend the disclosure statement, and the buyer shall not have the right to rescind the transaction under this chapter.

(3) If the seller in a real property transfer fails or refuses to provide to the prospective buyer a real property transfer disclosure statement as required under this chapter, the prospective buyer's right of rescission under this section shall apply until the earlier of three business days after receipt of the real property transfer disclosure statement or the date the transfer has closed, unless the buyer has otherwise waived the right of rescission in writing. Closing is deemed to occur when the buyer has paid the purchase price, or down payment, and the conveyance document, including a deed or real estate contract, from the seller has been delivered and recorded. After closing, the seller's obligation to deliver the real property transfer disclosure statement and the buyer's rights and remedies under this chapter shall terminate.

(4) Failure of a homeowners' association or its officers, directors, employees, or authorized agents to provide requested information in part 8 of the disclosure statement form in RCW

64.06.015 or part 6 of the disclosure statement form in RCW 64.06.020 does not constitute a seller's failure or refusal to provide a real property transfer disclosure statement under subsection (3) of this section. [2010 c 64 s 5. Prior: 2009 c 505 s 4; 2009 c 130 s 3; 1996 c 301 s 4; 1994 c 200 s 5.]

Application—2009 c 505: See note following RCW 64.06.005.

RCW 64.06.050 Error, inaccuracy, or omission in disclosure statement—Actual knowledge—Liability. (1) The seller shall not be liable for any error, inaccuracy, or omission in the real property transfer disclosure statement if the seller had no actual knowledge of the error, inaccuracy, or omission. Unless the seller has actual knowledge of an error, inaccuracy, or omission in a real property transfer disclosure statement, the seller shall not be liable for such error, inaccuracy, or omission if the disclosure was based on information provided by public agencies, or by other persons providing information within the scope of their professional license or expertise, including, but not limited to, a report or opinion delivered by a land surveyor, title company, title insurance company, structural inspector, pest inspector, licensed engineer, or contractor.

(2) Any real estate licensee involved in a real property transaction is not liable for any error, inaccuracy, or omission in the real property transfer disclosure statement if the licensee had no actual knowledge of the error, inaccuracy, or omission. Unless the licensee has actual knowledge of an error, inaccuracy, or omission in a real property transfer disclosure statement, the licensee shall not be liable for such error, inaccuracy, or omission if the disclosure was based on information provided by public agencies, or by other persons providing information within the scope of their professional license or expertise, including, but not limited to, a report or opinion delivered by a land surveyor, title company, title insurance company, structural inspector, pest inspector, licensed engineer, or contractor. [2010 c 64 s 6; 1996 c 301 s 5; 1994 c 200 s 6.]

RCW 64.06.060 Consumer protection act does not apply. The legislature finds that the practices covered by this chapter are not matters vitally affecting the public interest for the purpose of applying the consumer protection act, chapter 19.86 RCW. [1994 c 200 s 7.]

RCW 64.06.070 Buyer's rights or remedies. Except as provided in RCW 64.06.050, nothing in this chapter shall extinguish or impair any rights or remedies of a buyer of real estate against the seller or against any agent acting for the seller otherwise existing pursuant to common law, statute, or contract; nor shall anything in this chapter create any new right or remedy for a buyer of real property other than the right of recision exercised on the basis and within the time limits provided in this chapter. [2010 c 64 s 7; 1996 c 301 s 6; 1994 c 200 s 8.]

RCW 64.06.080 Seller and landlord disclosure requirement—Electronic notice by city or county. (1) Any ordinance, resolution, or policy adopted by a city or county that imposes a requirement on landlords or sellers of real property, or their agents, to provide information to a buyer or tenant pertaining to the subject property or the surrounding area is effective only after:

(a) A summary of the ordinance, resolution, or policy is posted electronically in accordance with RCW 43.110.030(2)(e); and

(b) An internet link to the ordinance, resolution, or policy, or the relevant portion of the actual language of the ordinance, resolution, or policy, is posted electronically in accordance with RCW 43.110.030(2)(e).

(2) If, prior to June 9, 2016, a city or county adopted an ordinance, resolution, or policy that imposes a requirement on landlords or sellers of real property, or their agents, to provide information to a buyer or tenant pertaining to the subject property or the surrounding area, the city or county must cause, within ninety days of June 9, 2016:

(a) A summary of the ordinance, resolution, or policy to be posted electronically in accordance with RCW 43.110.030(2)(e); and

(b) An internet link to the ordinance, resolution, or policy, or the relevant portion of the actual language of the ordinance, resolution, or policy, to be posted electronically in accordance with RCW 43.110.030(2)(e). If the requirement is not electronically posted as required by this subsection, the requirement must thereafter cease to be in effect. [2016 c 138 s 1; 2015 2nd sp.s. c 10 s 4.]

RCW 64.06.090 Oil tank for heating—No cost insurance—Seller's notice. A seller of residential real property shall make available to the buyer the following statement: "This notice is to inform you that if the real property you are considering for purchase utilizes an oil tank for heating purposes, no cost insurance may be available from the pollution liability insurance agency." [2018 c 289 s 1.]

Effective date—2018 c 289: "This act takes effect January 1, 2020." [2018 c 289 s 2.]

RCW 64.06.900 Effective date—1994 c 200. This act shall take effect on January 1, 1995. [1994 c 200 s 10.]