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HOUSE BILL 1951

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State of Washington

67th Legislature

2022 Regular Session

By Representative Morgan

1 AN ACT Relating to seller disclosure statements; amending RCW  
2 64.06.013, 64.06.015, and 64.06.050; and reenacting and amending RCW  
3 64.06.020.

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

5 **Sec. 1.** RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are  
6 each reenacted and amended to read as follows:

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

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If  
15 the question clearly does not apply to the property write "NA." If  
16 the answer is "yes" to any \* items, please explain on attached  
17 sheets. Please refer to the line number(s) of the question(s) when  
18 you provide your explanation(s). For your protection you must date  
19 and sign each page of this disclosure statement and each attachment.  
20 Delivery of the disclosure statement must occur not later than five

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

3 NOTICE TO THE BUYER

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

7 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR  
8 MATERIAL DEFECTS TO BUYER (~~(BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE~~  
9 ~~PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT)~~).

10 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE  
11 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
12 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A  
13 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR  
14 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED  
15 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR  
16 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

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

32 I. SELLER'S DISCLOSURES:

33 \*Please provide any relevant information for each category in the space provided.  
34 If you answer "Yes" to a question with an asterisk (\*), please explain your answer  
35 and attach documents, if available and not otherwise publicly recorded. If  
36 necessary, use an attached sheet.

37 1. TITLE

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

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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.

PLEASE PROVIDE ANY RELEVANT TITLE INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**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?

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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?

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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?

PLEASE PROVIDE ANY RELEVANT WATER INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**3. SEWER/ON-SITE SEWAGE SYSTEM**

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A. The property is served by:

Public sewer system,

On-site sewage system (including pipes, tanks, drainfields, and all other component parts)

Other disposal system, please describe:

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

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

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

Yes     No    (—Don't know))    \*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?  
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PLEASE PROVIDE ANY RELEVANT SEWER/ON-SITE SEWAGE SYSTEM INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.  
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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?



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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.)

<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarm
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding
<input type="checkbox"/> Other	<input type="checkbox"/> Woodstoves	<input type="checkbox"/> Elevators
<input type="checkbox"/> Incline Elevators	<input type="checkbox"/> Stairway Chair	<input type="checkbox"/> Wheelchair Lifts

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?

PLEASE PROVIDE ANY  
RELEVANT STRUCTURAL  
INFORMATION BELOW. ATTACH  
ADDITIONAL SHEETS IF  
NECESSARY.

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**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.

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|------------------------------|-----------------------------|--|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Electrical system, including wiring, switches, outlets, and service |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Plumbing system, including pipes, faucets, fixtures, and toilets    |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Hot water tank  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Garbage disposal  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Appliances  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Sump pump   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Heating and cooling systems   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> <del>Don't know</del> | Security system   |
|                              |                             |  | <input type="checkbox"/> Owned <input type="checkbox"/> 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.)



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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?  
Provider . . . . .  
((~~\_\_\_\_\_~~Don't know))

PLEASE PROVIDE ANY  
RELEVANT SYSTEMS AND  
FIXTURES INFORMATION  
BELOW. ATTACH ADDITIONAL  
SHEETS IF NECESSARY.  
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**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 . . . . .

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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)?

PLEASE PROVIDE ANY  
RELEVANT HOMEOWNERS'  
ASSOCIATION/Common  
INTERESTS INFORMATION  
BELOW. ATTACH ADDITIONAL  
SHEETS IF NECESSARY.

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**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?

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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?

Yes     No    \*L. Is there any damage to the property from animals, including urine, feces, or other waste; chewing on wires or siding of main structure; or digging?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**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?

PLEASE PROVIDE ANY RELEVANT MANUFACTURED AND MOBILE HOMES INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes  No ((~~---~~Don't know)) \*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

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

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

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- 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.



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

10 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
11 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
12 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER  
13 PARTY.

14 DATE . . . . . BUYER . . . . . BUYER. . . . .

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

20 (3) The seller disclosure statement shall be for disclosure only,  
21 and shall not be considered part of any written agreement between the  
22 buyer and seller of residential property. The seller disclosure  
23 statement shall be only a disclosure made by the seller, and not any  
24 real estate licensee involved in the transaction, and shall not be  
25 construed as a warranty of any kind by the seller or any real estate  
26 licensee involved in the transaction.

27 **Sec. 2.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to  
28 read as follows:

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

35 INSTRUCTIONS TO THE SELLER

36 Please complete the following form. Do not leave any spaces blank. If  
37 the question clearly does not apply to the property write "NA." If  
38 the answer is "yes" to any \* items, please explain on attached

1 sheets. Please refer to the line number(s) of the question(s) when  
2 you provide your explanation(s). For your protection you must date  
3 and sign each page of this disclosure statement and each attachment.  
4 Delivery of the disclosure statement must occur not later than five  
5 business days, unless otherwise agreed, after mutual acceptance of a  
6 written contract to purchase between a buyer and a seller.

7 NOTICE TO THE BUYER

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

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

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

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

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

36 I. SELLER'S DISCLOSURES:

1 \*Please provide any relevant information for each category in the space provided.

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

5 **1. TITLE AND LEGAL**

- 6  Yes  No  ~~Don't~~  
7 ~~know~~) A. Do you have legal authority to sell  
the property? If no, please explain.
- 8  Yes  No  ~~Don't~~  
9 ~~know~~) \*B. Is title to the property subject to any  
of the following?
- 10 (1) First right of refusal
  - 11 (2) Option
  - 12 (3) Lease or rental agreement
  - 13 (4) Life estate?
- 14  Yes  No  ~~Don't~~  
15 ~~know~~) \*C. Are there any encroachments,  
16 boundary agreements, or boundary  
disputes?
- 17  Yes  No  ~~Don't~~  
18 ~~know~~) \*D. Is there any leased parking?
- 19  Yes  No  ~~Don't~~  
20 ~~know~~) \*E. Is there a private road or easement  
agreement for access to the property?
- 21  Yes  No  ~~Don't~~  
22 ~~know~~) \*F. Are there any rights-of-way,  
23 easements, shared use agreements, or  
access limitations?
- 24  Yes  No  ~~Don't~~  
25 ~~know~~) \*G. Are there any written agreements  
26 for joint maintenance of an easement or  
right-of-way?
- 27  Yes  No  ~~Don't~~  
28 ~~know~~) \*H. Are there any zoning violations or  
nonconforming uses?
- 29  Yes  No  ~~Don't~~  
30 ~~know~~) \*I. Is there a survey for the property?
- 31  Yes  No  ~~Don't~~  
32 ~~know~~) \*J. Are there any legal actions pending  
or threatened that affect the property?
- 33  Yes  No  ~~Don't~~  
34 ~~know~~) \*K. Is the property in compliance with  
the Americans with Disabilities Act?

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PLEASE PROVIDE ANY RELEVANT  
TITLE INFORMATION BELOW.  
ATTACH ADDITIONAL SHEETS IF  
NECESSARY.

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**2. WATER**

Yes     No    ( ~~Don't~~  
know)

\*Are there any water rights for the property, such as a water right permit, certificate, or claim?

PLEASE PROVIDE ANY RELEVANT  
WATER INFORMATION BELOW.  
ATTACH ADDITIONAL SHEETS IF  
NECESSARY.

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**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?

PLEASE PROVIDE ANY RELEVANT  
SEWER/ON-SITE SEWAGE SYSTEM  
INFORMATION BELOW. ATTACH  
ADDITIONAL SHEETS IF  
NECESSARY.

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**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.)

- |   |   |
|---|---|
| <input type="checkbox"/> Foundations    | <input type="checkbox"/> Slab Floors    |
| <input type="checkbox"/> Doors          | <input type="checkbox"/> Outbuildings   |
| <input type="checkbox"/> Ceilings       | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Sidewalks      | <input type="checkbox"/> Siding         |
| <input type="checkbox"/> Other          |   |
| <input type="checkbox"/> Interior Walls |   |
| <input type="checkbox"/> Windows        |   |

PLEASE PROVIDE ANY RELEVANT  
STRUCTURAL INFORMATION  
BELOW. ATTACH ADDITIONAL  
SHEETS IF NECESSARY.

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**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

PLEASE PROVIDE ANY RELEVANT  
SYSTEMS AND FIXTURES  
INFORMATION BELOW. ATTACH  
ADDITIONAL SHEETS IF  
NECESSARY.

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**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?

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Yes  No ( ~~Don't know~~)

Yes  No ( ~~Don't know~~)

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?

\*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

\*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?

Yes  No

\*H. Is there any damage to the property from animals, including urine, feces, or other waste; chewing on wires or siding of main structure; or digging?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**7. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

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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.



1 E. Buyer (which term includes all persons signing the "Buyer's  
2 acceptance" portion of this disclosure statement below) has  
3 received a copy of this Disclosure Statement (including  
4 attachments, if any) bearing Seller's signature.

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

14 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
15 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
16 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER  
17 PARTY.

18 DATE . . . . . BUYER . . . . . BUYER. . . . .

19 (2) The seller disclosure statement shall be for disclosure only,  
20 and shall not be considered part of any written agreement between the  
21 buyer and seller of residential property. The seller disclosure  
22 statement shall be only a disclosure made by the seller, and not any  
23 real estate licensee involved in the transaction, and shall not be  
24 construed as a warranty of any kind by the seller or any real estate  
25 licensee involved in the transaction.

26 **Sec. 3.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to  
27 read as follows:

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

34 INSTRUCTIONS TO THE SELLER

35 Please complete the following form. Do not leave any spaces blank. If  
36 the question clearly does not apply to the property write "NA." If  
37 the answer is "yes" to any \* items, please explain on attached

1 sheets. Please refer to the line number(s) of the question(s) when  
2 you provide your explanation(s). For your protection you must date  
3 and sign each page of this disclosure statement and each attachment.  
4 Delivery of the disclosure statement must occur not later than five  
5 business days, unless otherwise agreed, after mutual acceptance of a  
6 written contract to purchase between a buyer and a seller.

7 NOTICE TO THE BUYER

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

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

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

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

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

36 I. SELLER'S DISCLOSURES:

1 \*Please provide any relevant information for each category in the space provided.

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

5 **I. TITLE**

6  Yes  No  ~~Don't~~  
7  ~~know~~) A. Do you have legal authority to sell  
8 the property? If no, please explain.

9  Yes  No  ~~Don't~~  
10  ~~know~~) \*B. Is title to the property subject to  
11 any of the following?

12 (1) First right of refusal

13 (2) Option

14 (3) Lease or rental agreement

15 (4) Life estate?

16  Yes  No  ~~Don't~~  
17  ~~know~~) \*C. Are there any encroachments,  
18 boundary agreements, or boundary  
19 disputes?

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

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

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

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

35  Yes  No  ~~Don't~~  
36  ~~know~~) \*H. Are there any pending or existing  
37 assessments against the property?

38  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?

PLEASE PROVIDE ANY  
RELEVANT TITLE INFORMATION  
BELOW. ATTACH ADDITIONAL  
SHEETS IF NECESSARY.

**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.)

1 [] Yes [] No (()~~Don't~~  
2 know)) (a) If yes, has the water right permit,  
3 certificate, or claim been assigned,  
4 transferred, or changed?  
5 \*~~(b)~~ If yes, has all or any portion of the  
6 water right not been used for five or  
7 more successive years?  
8 .....  
9 [] Yes [] No (()~~Don't~~  
10 know)) (c) If no or don't know, is the water  
11 withdrawn from the water source less  
12 than 5,000 gallons a day?  
13 \*~~(8)~~ Are there any defects in the  
14 operation of the water system (e.g.,  
15 pipes, tank, pump, etc.)?  
16 B. Irrigation Water  
17 (1) Are there any irrigation water  
18 rights for the property, such as a water  
19 right permit, certificate, or claim? (If  
20 yes, please attach a copy.)  
21 [] Yes [] No (()~~Don't~~  
22 know)) (a) If yes, has all or any portion of the  
23 water right not been used for five or  
24 more successive years?  
25 [] Yes [] No (()~~Don't~~  
26 know)) (b) If yes, has the water right permit,  
27 certificate, or claim been assigned,  
28 transferred, or changed?  
29 \*~~(2)~~ Does the property receive  
30 irrigation water from a ditch company,  
31 irrigation district, or other entity? If so,  
32 please identify the entity that supplies  
33 irrigation water to the property:  
34 .....  
35 C. Outdoor Sprinkler System  
36 (1) Is there an outdoor sprinkler  
37 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?

PLEASE PROVIDE ANY  
RELEVANT WATER INFORMATION  
BELOW. ATTACH ADDITIONAL  
SHEETS IF NECESSARY.

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**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:

.....

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?

Yes     No    (( Don't know))

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

\*(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))

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Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 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:

.....

\*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

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PLEASE PROVIDE ANY RELEVANT SEWER/SEPTIC SYSTEM INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**4. ELECTRICAL/GAS**

A. Is the property served by natural gas?

B. Is there a connection charge for gas?

C. Is the property served by electricity?

D. Is there a connection charge for electricity?

\*E. Are there any electrical problems on the property?

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PLEASE PROVIDE ANY  
RELEVANT ELECTRIC/GAS  
SYSTEM INFORMATION BELOW.  
ATTACH ADDITIONAL SHEETS IF  
NECESSARY.

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**5. FLOODING**

Yes     No    ( ~~Don't~~  
~~know~~)

A. Is the property located in a  
government designated flood zone or  
floodplain?

PLEASE PROVIDE ANY  
RELEVANT FLOODING  
INFORMATION BELOW. ATTACH  
ADDITIONAL SHEETS IF  
NECESSARY.

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**6. SOIL STABILITY**

Yes     No    ( ~~Don't~~  
~~know~~)

\*A. Are there any settlement, earth  
movement, slides, or similar soil  
problems on the property?

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PLEASE PROVIDE ANY  
RELEVANT SOIL STABILITY  
INFORMATION BELOW. ATTACH  
ADDITIONAL SHEETS IF  
NECESSARY.

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**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?

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Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)  
  
 Yes     No

\*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?  
  
\*I. Has the property been used as a legal or illegal dumping site?  
  
\*J. Has the property been used as an illegal drug manufacturing site?  
  
\*K. Are there any radio towers that cause interference with cellular telephone reception?  
  
\*L. Is there any damage to the property from animals, including digging or urine, feces, or other waste?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.  
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**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:  
  
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[ ] Yes [ ] No ((~~[ ]~~Don't know))  
[ ] Yes [ ] No ((~~[ ]~~Don't know))  
[ ] Yes [ ] No ((~~[ ]~~Don't know))  
[ ] Yes [ ] No ((~~[ ]~~Don't know))  
[ ] Yes [ ] No ((~~[ ]~~Don't know))  
[ ] Yes [ ] No ((~~[ ]~~Don't know))

B. Are there regular periodic assessments:  
\$ . . . per [ ] Month [ ] Year  
[ ] Other . . . . .

\*C. Are there any pending special assessments?

\*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)?

PLEASE PROVIDE ANY RELEVANT HOMEOWNERS' ASSOCIATION/COMMON INTERESTS INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.  
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**9. OTHER FACTS**

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?  
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\*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?

\*C. Is the property classified or designated as forestland or open space?  
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Yes     No    ( ~~Don't know~~)  
  
 Yes     No    ( ~~Don't know~~)

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

\*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?

.....  
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?

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PLEASE PROVIDE ANY OTHER RELEVANT INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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**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

1 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS  
2 DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE  
3 STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED  
4 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY  
5 WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO  
6 A SALE AGREEMENT.

7 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE  
8 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE  
9 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER  
10 PARTY.

11 DATE . . . . . BUYER . . . . . BUYER. . . . .

12 (2) The seller disclosure statement shall be for disclosure only,  
13 and shall not be considered part of any written agreement between the  
14 buyer and seller of residential property. The seller disclosure  
15 statement shall be only a disclosure made by the seller, and not any  
16 real estate licensee involved in the transaction, and shall not be  
17 construed as a warranty of any kind by the seller or any real estate  
18 licensee involved in the transaction.

19 **Sec. 4.** RCW 64.06.050 and 2010 c 64 s 6 are each amended to read  
20 as follows:

21 (1) The seller (~~shall not be~~) is liable for any error,  
22 inaccuracy, or omission in the real property transfer disclosure  
23 statement (~~if the seller had no actual knowledge of the error,~~  
24 ~~inaccuracy, or omission~~). Unless the seller has actual knowledge of  
25 an error, inaccuracy, or omission in a real property transfer  
26 disclosure statement, the seller shall not be liable for such error,  
27 inaccuracy, or omission if the disclosure was based on information  
28 provided by public agencies, or by other persons providing  
29 information within the scope of their professional license or  
30 expertise, including, but not limited to, a report or opinion  
31 delivered by a land surveyor, title company, title insurance company,  
32 structural inspector, pest inspector, licensed engineer, or  
33 contractor.

34 (2) Any real estate licensee involved in a real property  
35 transaction is not liable for any error, inaccuracy, or omission in  
36 the real property transfer disclosure statement if the licensee had  
37 no actual knowledge of the error, inaccuracy, or omission. Unless the  
38 licensee has actual knowledge of an error, inaccuracy, or omission in

1 a real property transfer disclosure statement, the licensee shall not  
2 be liable for such error, inaccuracy, or omission if the disclosure  
3 was based on information provided by public agencies, or by other  
4 persons providing information within the scope of their professional  
5 license or expertise, including, but not limited to, a report or  
6 opinion delivered by a land surveyor, title company, title insurance  
7 company, structural inspector, pest inspector, licensed engineer, or  
8 contractor.

--- END ---