

## PROPOSED SUBSTITUTE HOUSE BILL 1951

By Representative Kirby

### Original bill:

- Modifies the required seller disclosure statement in transactions for commercial real estate and improved or unimproved residential real property to:
    - require a seller to disclose certain damage from animals;
    - remove a seller's option to select "don't know" when answering questions;
    - remove the actual knowledge standard for a seller completing the disclosure; and
    - add directions to sellers to provide any relevant information for each category of the disclosure and corresponding space for that information.
  - Provides that a seller is liable for any error, inaccuracy, or omission in the seller's disclosure statement.
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### Substitute bill compared to original bill:

- Removes modifications that:
    - eliminate a seller's option to select "don't know";
    - eliminate the actual knowledge standard for a seller completing the disclosure;
    - direct sellers to provide any relevant information for each category of the disclosure and corresponding space for that information; and
    - make a seller liable for any error, accuracy, or omission in the disclosure.
  - Restores existing law which:
    - provides sellers with an option to select "don't know";
    - states that disclosures made by sellers are based on their "actual knowledge"; and
    - states that sellers are not liable for any error, inaccuracy, or omission in the disclosure statement.
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*Committee:* Consumer Protection & Business Committee  
*Staff:* Michelle Rusk (786-7153)  
Office of Program Research

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**BILL REQUEST - CODE REVISER'S OFFICE**

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BILL REQ. #: H-2468.1/22

ATTY/TYPIST: AI:eab

BRIEF DESCRIPTION: Concerning seller disclosure statements.

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

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

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

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

12 INSTRUCTIONS TO THE SELLER

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

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

3 NOTICE TO THE BUYER

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

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

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

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

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

32 I. SELLER'S DISCLOSURES:

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

36 1. TITLE

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

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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.

**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.

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Are there any water
2				treatment systems for the
3				property? If yes, are they
4				<input type="checkbox"/> Leased <input type="checkbox"/> Owned
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (6) Are there any water rights
6				for the property associated with
7				its domestic water supply, such as
8				a water right permit, certificate,
9				or claim?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right
11				permit, certificate, or claim been
12				assigned, transferred, or
13				changed?
14				* (b) If yes, has all or any portion
15				of the water right not been used
16				for five or more successive
17				years?
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (7) Are there any defects in the
19				operation of the water system
20				(e.g. pipes, tank, pump, etc.)?
21				B. Irrigation Water
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water
23				rights for the property, such as a
24				water right permit, certificate, or
25				claim?
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (a) If yes, has all or any portion
27				of the water right not been used
28				for five or more successive
29				years?
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (b) If so, is the certificate
31				available? (If yes, please attach a
32				copy.)
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (c) If so, has the water right
34				permit, certificate, or claim been
35				assigned, transferred, or
36				changed?

1  Yes  No  Don't know \*(2) Does the property receive  
 2 irrigation water from a ditch  
 3 company, irrigation district, or  
 4 other entity? If so, please identify  
 5 the entity that supplies water to  
 6 the property:

7 C. Outdoor Sprinkler System

8  Yes  No  Don't know (1) Is there an outdoor sprinkler  
 9 system for the property?

10  Yes  No  Don't know \*(2) If yes, are there any defects  
 11 in the system?

12  Yes  No  Don't know \*(3) If yes, is the sprinkler  
 13 system connected to irrigation  
 14 water?

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

17 A. The property is served by:

- 18  Public sewer system,
- 19  On-site sewage system (including
- 20 pipes, tanks, drainfields, and all other
- 21 component parts)
- 22  Other disposal system, please
- 23 describe:

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

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

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



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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 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?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	J. Is the basement insulated?
2				<b>5. SYSTEMS AND FIXTURES</b>
3				*A. If any of the following systems or
4				fixtures are included with the transfer,
5				are there any defects? If yes, please
6				explain.
7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including
8				wiring, switches, outlets, and
9				service
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including
11				pipes, faucets, fixtures, and
12				toilets
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
19				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
20				Other . . . . .
21				*B. If any of the following fixtures or
22				property is included with the transfer,
23				are they leased? (If yes, please attach
24				copy of lease.)
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system . . . . .
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type): . . . . .
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish . . . . .
28				Other: . . . . .
29				*C. Are any of the following kinds of
30				wood burning appliances present at
31				the property?
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Woodstove?
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Fireplace insert?
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Pellet stove?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Fireplace?





1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
2							materials, or products in or on the
3							property that may be environmental
4							concerns, such as asbestos,
5							formaldehyde, radon gas, lead-based
6							paint, fuel or chemical storage tanks,
7							or contaminated soil or water?
8	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Has the property been used for
9							commercial or industrial purposes?
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any soil or groundwater
11							contamination?
12	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there transmission poles or
13							other electrical utility equipment
14							installed, maintained, or buried on the
15							property that do not provide utility
16							service to the structures on the
17							property?
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Has the property been used as a
19							legal or illegal dumping site?
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Has the property been used as an
21							illegal drug manufacturing site?
22	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any radio towers in the
23							area that cause interference with
24							cellular telephone reception?
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*L. <u>Is there any damage to the</u>
26							<u>property from animals, including</u>
27							<u>urine, feces, or other waste; chewing</u>
28							<u>on wires or siding of main structure;</u>
29							<u>or digging?</u>
30							<b>8. MANUFACTURED AND</b>
31							<b>MOBILE HOMES</b>
32							If the property includes a
33							manufactured or mobile home,
34	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Did you make any alterations to
35							the home? If yes, please describe the
36							alterations: . . . . .
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Did any previous owner make any
38							alterations to the home?

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

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

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

B. Verification:

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

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

**NOTICE TO THE BUYER**

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

**II. BUYER'S ACKNOWLEDGMENT**

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

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

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

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

25 DATE . . . . . BUYER . . . . . BUYER. . . . .

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

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





1 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
2 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
3 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
4 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
5 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR  
6 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A  
7 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION,  
8 DEFECTS, OR WARRANTIES.

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

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**I. SELLER'S DISCLOSURES:**

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

**1. TITLE AND LEGAL**

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



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- Other
- Interior Walls
- Windows

**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?

1  Yes  No  Don't know \*H. Is there any damage to the property  
2 from animals, including urine, feces, or  
3 other waste; chewing on wires or siding  
4 of main structure; or digging?

5 **7. FULL DISCLOSURE BY**

6 **SELLERS**

7 A. Other conditions or defects:

8  Yes  No  Don't know \*Are there any other existing material  
9 defects affecting the property that a  
10 prospective buyer should know about?

11 B. Verification:

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

21 DATE ..... SELLER ..... SELLER .....

22 **NOTICE TO BUYER**

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

28 **II. BUYER'S ACKNOWLEDGMENT**

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

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

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

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

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

25 DATE . . . . . BUYER . . . . . BUYER. . . . .

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

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

35 (1) In a transaction for the sale of unimproved residential real  
 36 property, the seller shall, unless the buyer has expressly waived the  
 37 right to receive the disclosure statement under RCW 64.06.010, or

1 unless the transfer is otherwise exempt under RCW 64.06.010, deliver  
2 to the buyer a completed seller disclosure statement in the following  
3 format and that contains, at a minimum, the following information:

4 INSTRUCTIONS TO THE SELLER

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

14 NOTICE TO THE BUYER

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

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

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

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

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

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

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

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

9 **I. TITLE**

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

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

14 (1) First right of refusal

15 (2) Option

16 (3) Lease or rental agreement

17 (4) Life estate?

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

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

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

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

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

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

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





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\* (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**

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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. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

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

Yes    No    Don't know   \*(1) Was a permit issued for its construction?

Yes    No    Don't know   \*(2) Was it approved by the local health department or district following its construction?

Yes    No    Don't know   (3) Is the septic system a pressurized system?

Yes    No    Don't know   (4) Is the septic system a gravity system?

Yes    No    Don't know   \*(5) Have there been any changes or repairs to the on-site sewage system?

Yes    No    Don't know   (6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:  
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Yes    No    Don't know   \*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?  
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**4. ELECTRICAL/GAS**





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

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

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

**9. OTHER FACTS**

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

Yes    No    Don't know   \*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

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

Yes    No    Don't know   D. Do you have a forest management plan? If yes, attach.

Yes    No    Don't know   \*E. Have any development-related permit applications been submitted to any government agencies?  
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If the answer to E is "yes," what is the status or outcome of those applications?  
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Yes     No     Don't know    F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

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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**

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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.

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

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 15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT  
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 20 AGREEMENT.

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

25 DATE . . . . . BUYER . . . . . BUYER. . . . .

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

--- END ---