## 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:
  - o require a seller to disclose certain damage from animals;
  - o remove a seller's option to select "don't know" when answering questions;
  - o remove the actual knowledge standard for a seller completing the disclosure; and
  - o 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.

## Substitute bill compared to original bill:

- Removes modifications that:
  - o eliminate a seller's option to select "don't know";
  - o eliminate the actual knowledge standard for a seller completing the disclosure;
  - o direct sellers to provide any relevant information for each category of the disclosure and corresponding space for that information; and
  - o make a seller liable for any error, accuracy, or omission in the disclosure.
- Restores existing law which:
  - o provides sellers with an option to select "don't know";
  - o states that disclosures made by sellers are based on their "actual knowledge"; and
  - o states that sellers are not liable for any error, inaccuracy, or omission in the disclosure statement.

Committee: Consumer Protection & Business Committee

Staff: Michelle Rusk (786-7153)

Office of Program Research

## BILL REQUEST - CODE REVISER'S OFFICE

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

- business days, unless otherwise agreed, after mutual acceptance of a 1 2 written contract to purchase between a buyer and a seller. 3 NOTICE TO THE BUYER THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF 4 5 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A. 6 7 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 8 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 9 10 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 11 12 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 13 SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER DOES NOT GIVE YOU A COMPLETED 14 SELLER'S AGENT. IF DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR 15 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 SELLER MAY WISH OBTAIN BUYER AND TO PROFESSIONAL ADVICE 28 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS 29 30 OR WARRANTIES.
- 31 Seller . . . is/ . . . is not occupying the property.
- 32

  \*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
  necessary, use an attached sheet.

36 1. TITLE

1	[ ] Yes	[] No	[] Don't know	A. Do you have legal authority to sell
2				the property? If no, please explain.
3	[ ] Yes	[] No	[] 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	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,
10				boundary agreements, or boundary
11				disputes?
12	[ ] Yes	[] No	[] Don't know	*D. Is there a private road or easement
13				agreement for access to the property?
14	[ ] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	*F. Are there any written agreements
19				for joint maintenance of an easement
20				or right-of-way?
21	[ ] Yes	[] No	[] Don't know	*G. Is there any study, survey project,
22				or notice that would adversely affect
23				the property?
24	[ ] Yes	[] No	[] Don't know	*H. Are there any pending or existing
25				assessments against the property?
26	[] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
32				property?

1	[ ] Yes	[] No	[] Don't know	*K. Are there any covenants,
2				conditions, or restrictions recorded
3				against the property?
4				NOTICE TO THE BUYER:
5				Covenants or deed restrictions based
6				on race, creed, sexual orientation, or
7				other protected class were voided by
8				RCW 49.60.224 and are
9				unenforceable. Washington law allows
10				for the illegal language to be struck by
11				bringing an action in superior court or
12				by the free recording of a restrictive
13				covenant modification document.
14				Many county auditor websites provide
15				a short form with instructions on this
16				process.
17				2. WATER
18				A. Household Water
19				(1) The source of water for the
20				property is:
21				[ ] Private or publicly owned
22				water system
23				[ ] Private well serving only the
24				subject property
25				*[] Other water system
26	[] Yes	[] No	[] Don't know	*If shared, are there any written
27				agreements?
28	[] Yes	[] No	[] Don't know	*(2) Is there an easement
29				(recorded or unrecorded) for
30				access to and/or maintenance of
31				the water source?
32	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
33				repairs needed?
34	[] Yes	[ ] No	[] Don't know	(4) During your ownership, has
35				the source provided an adequate
36				year-round supply of potable
37				water? If no, please explain.

1	[ ] Yes	[ ] No	[] Don't know	*(5) Are there any water
2				treatment systems for the
3				property? If yes, are they
4				[] Leased [] Owned
5	[ ] Yes	[] No	[] 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	[ ] Yes	[ ] No	[] 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	[ ] Yes	[ ] No	[] 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	[ ] Yes	[] No	[] 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	[ ] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	*(b) If so, is the certificate
31				available? (If yes, please attach a
32				copy.)
33	[ ] Yes	[ ] No	[] 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?
				D. If the property is connected to an
33				

1	[] Yes	[ ] No	[] Don't know	*(1) Was a permit issued for its
2				construction, and was it approved
3				by the local health department or
4				district following its
5				construction?
6				(2) When was it last pumped?
7				
8	[] Yes	[ ] No	[] Don't know	*(3) Are there any defects in the
9				operation of the on-site sewage
10				system?
11			[] Don't know	(4) When was it last inspected?
12				
13				By whom:
14			[] Don't know	(5) For how many bedrooms was
15				the on-site sewage system
16				approved?
17				bedrooms
18	[ ] Yes	[ ] No	[] Don't know	E. Are all plumbing fixtures, including
19				laundry drain, connected to the
20				sewer/on-site sewage system? If no,
21				please explain:
22	[] Yes	[ ] No	[] Don't know	*F. Have there been any changes or
23				repairs to the on-site sewage system?
24	[ ] Yes	[ ] No	[] Don't know	G. Is the on-site sewage system,
25				including the drainfield, located
26				entirely within the boundaries of the
27				property? If no, please explain.
28				
29	[ ] Yes	[ ] No	[] Don't know	*H. Does the on-site sewage system
30				require monitoring and maintenance
31				services more frequently than once a
32				year?
33				
34	NOTICE:	IF THIS	S RESIDENTIAL	REAL PROPERTY DISCLOSURE
35	STATEME	ENT IS BE	ING COMPLETED	FOR NEW CONSTRUCTION WHICH
36	HAS NEV	VER BEEN	N OCCUPIED, TH	IE SELLER IS NOT REQUIRED TO
37	COMPLET	TE THE (	QUESTIONS LIST	TED IN ITEM 4. STRUCTURAL OR
38	ITEM 5. S	YSTEMS A	AND FIXTURES	

1				4. STRUCTURAL
2	[ ] Yes	[ ] No	[] Don't know	*A. Has the roof leaked within the last
3				five years?
4	[ ] Yes	[] No	[] Don't know	*B. Has the basement flooded or
5				leaked?
6	[ ] Yes	[] No	[] Don't know	*C. Have there been any conversions,
7				additions, or remodeling?
8	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
9				permits obtained?
10	[ ] Yes	[ ] No	[] Don't know	*(2) If yes, were all final
11				inspections obtained?
12	[ ] Yes	[ ] No	[] Don't know	D. Do you know the age of the house?
13				If yes, year of original construction:
14	[ ] Yes	[ ] No	[] Don't know	*E. Has there been any settling,
15				slippage, or sliding of the property or
16				its improvements?
17	[ ] Yes	[] No	[] Don't know	*F. Are there any defects with the
18				following: (If yes, please check
19				applicable items and explain.)
20				
		Foundations	□ Dec	ks   Exterior Walls
21		Foundations		ks
	_ (			rior Walls
21	_ ( _ 1	Chimneys	□ Inte	rior Walls
21 22	( ]	Chimneys	□ Inte	rior Walls
<ul><li>21</li><li>22</li><li>23</li></ul>		Chimneys  Doors  Ceilings	□ Inte □ Win □ Slab □ Hot	rior Walls
<ul><li>21</li><li>22</li><li>23</li><li>24</li></ul>		Chimneys  Doors  Ceilings  Pools	□ Inte □ Win □ Slat □ Hot □ Out	rior Walls
<ul><li>21</li><li>22</li><li>23</li><li>24</li><li>25</li></ul>		Chimneys  Doors  Ceilings  Pools  Sidewalks	□ Inte □ Win □ Slab □ Hot □ Out	rior Walls
<ul><li>21</li><li>22</li><li>23</li><li>24</li><li>25</li><li>26</li></ul>		Chimneys  Doors  Ceilings  Pools  Sidewalks  Garage Floor	□ Inte □ Win □ Slab □ Hot □ Out □ S	rior Walls
<ul> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> </ul>		Chimneys  Doors  Ceilings  Pools  Sidewalks  Garage Floor	□ Inte □ Win □ Slab □ Hot □ Out □ S	rior Walls
<ul> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> <li>28</li> </ul>		Chimneys  Doors  Ceilings  Pools  Sidewalks  Garage Floor	Inte   Win   Slab   Hot   Out   rs   Wal   Woo	rior Walls
21 22 23 24 25 26 27 28 29		Chimneys Doors Ceilings Pools Sidewalks Garage Floor Other	□ Inte □ Win □ Slab □ Hot □ Out □ Wal □ Wood utors □ Stai	rior Walls
21 22 23 24 25 26 27 28 29		Chimneys Doors Ceilings Pools Sidewalks Garage Floor Other	□ Inte □ Win □ Slab □ Hot □ Out □ Wal □ Wood utors □ Stai	rior Walls
21 22 23 24 25 26 27 28 29 30		Chimneys Doors Ceilings Pools Sidewalks Garage Floor Other	□ Inte □ Win □ Slab □ Hot □ Out □ Wal □ Wood utors □ Stai	rior Walls
21 22 23 24 25 26 27 28 29 30 31		Chimneys Doors Ceilings Pools Sidewalks Garage Floor Other	□ Inte □ Win □ Slab □ Hot □ Out □ Wal □ Wood utors □ Stai	rior Walls   Fire Alarm  dows   Patio  Floors   Driveways  Tub   Sauna  puildings   Fireplaces  kways   Siding  edstoves   Elevators  rway Chair   Wheelchair Lifts  *G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection
21 22 23 24 25 26 27 28 29 30 31 32	0   0   0   0   0   0   0   0   0   0	Chimneys  Doors  Ceilings  Pools  Sidewalks  Garage Floor  Other  Incline Eleva	□ Inte □ Win □ Slab □ Hot □ Out ss □ Wal □ tors □ Stai Lifts [] Don't know	rior Walls   Fire Alarm  dows   Patio  Floors   Driveways  Tub   Sauna  buildings   Fireplaces  kways   Siding  odstoves   Elevators  rway Chair   Wheelchair Lifts  *G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
21 22 23 24 25 26 27 28 29 30 31 32 33	0   0   0   0   0   0   0   0   0   0	Chimneys  Doors  Ceilings  Pools  Sidewalks  Garage Floor  Other  Incline Eleva	□ Inte □ Win □ Slab □ Hot □ Out ss □ Wal □ tors □ Stai Lifts [] Don't know	rior Walls

1	[] Yes	[] No	[] Don't know	J. Is the basement insulated?
2				5. SYSTEMS AND FIXTURES
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	[ ] Yes	[] No	[] Don't know	Electrical system, including
8				wiring, switches, outlets, and
9				service
10	[] Yes	[] No	[] Don't know	Plumbing system, including
11				pipes, faucets, fixtures, and
12				toilets
13	[] Yes	[] No	[] Don't know	Hot water tank
14	[ ] Yes	[] No	[] Don't know	Garbage disposal
15	[] Yes	[] No	[] Don't know	Appliances
16	[ ] Yes	[] No	[] Don't know	Sump pump
17	[ ] Yes	[] No	[] Don't know	Heating and cooling systems
18	[] Yes	[] No	[] Don't know	Security system
19				[] Owned [] 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	[ ] Yes	[] No	[] Don't know	Security system
26	[ ] Yes	[] No	[] Don't know	Tanks (type):
27	[] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	(1) Woodstove?
33	[ ] Yes	[] No	[] Don't know	(2) Fireplace insert?
34	[] Yes	[] No	[] Don't know	(3) Pellet stove?
35	[ ] Yes	[] No	[] Don't know	(4) Fireplace?

1	[ ] Yes	[] No	[] Don't know	If yes, are all of the (1)
2				woodstoves or (2) fireplace
3				inserts certified by the U.S.
4				Environmental Protection
5				Agency as clean burning
6				appliances to improve air quality
7				and public health?
8	[] Yes	[ ] No	[] Don't know	D. Is the property located within a
9				city, county, or district or within a
10				department of natural resources fire
11				protection zone that provides fire
12				protection services?
13	[] Yes	[] No	[] Don't know	E. Is the property equipped with
14				carbon monoxide alarms?
15				(Note: Pursuant to RCW 19.27.530,
16				seller must equip the residence with
17				carbon monoxide alarms as required
18				by the state building code.)
19	[ ] Yes	[ ] No	[] Don't know	F. Is the property equipped with
20				smoke detection devices?
21				(Note: Pursuant to RCW 43.44.110, if
22				the property is not equipped with at
23				least one smoke detection device, at
24				least one must be provided by the
25				seller.)
26	[] Yes	[] No	[] Don't know	G. Does the property currently have
27				internet service?
28			[] Don't know	Provider
29				6. HOMEOWNERS'
30				ASSOCIATION/COMMON
31				INTERESTS

1	[ ] Yes	[] No	[] Don't know	A. Is there a Homeowners'
2				Association? Name of Association and
3				contact information for an officer,
4				director, employee, or other authorized
5				agent, if any, who may provide the
6				association's financial statements,
7				minutes, bylaws, fining policy, and
8				other information that is not publicly
9				available:
10	[ ] Yes	[] No	[] Don't know	B. Are there regular periodic
11				assessments:
12				\$ per [ ] Month [ ] Year
13				[] Other
14	[ ] Yes	[] No	[] Don't know	*C. Are there any pending special
15				assessments?
16	[ ] Yes	[ ] No	[] Don't know	*D. Are there any shared "common
17				areas" or any joint maintenance
18				agreements (facilities such as walls,
19				fences, landscaping, pools, tennis
20				courts, walkways, or other areas co-
21				owned in undivided interest with
22				others)?
23				7. ENVIRONMENTAL
24	[ ] Yes	[ ] No	[] Don't know	*A. Have there been any flooding,
25				standing water, or drainage problems
26				on the property that affect the property
27				or access to the property?
28	[ ] Yes	[] No	[] Don't know	*B. Does any part of the property
29				contain fill dirt, waste, or other fill
30				material?
31	[ ] Yes	[] No	[] Don't know	*C. Is there any material damage to
32				the property from fire, wind, floods,
33				beach movements, earthquake,
34				expansive soils, or landslides?
35	[ ] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
36				floodplains, or critical areas on the
37				property?

1	[ ] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	*F. Has the property been used for
9				commercial or industrial purposes?
10	[ ] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
11				contamination?
12	[ ] Yes	[] No	[] 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	[ ] Yes	[] No	[] Don't know	*I. Has the property been used as a
19				legal or illegal dumping site?
20	[ ] Yes	[] No	[] Don't know	*J. Has the property been used as an
21				illegal drug manufacturing site?
22	[ ] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
23				area that cause interference with
24				cellular telephone reception?
25	[] Yes	[] No	[] Don't know	*L. Is there any damage to the
26				property from animals, including
27				urine, feces, or other waste; chewing
28				on wires or siding of main structure;
29				or digging?
30				8. MANUFACTURED AND
31				MOBILE HOMES
32				If the property includes a
33				manufactured or mobile home,
34	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to
35	-	-		the home? If yes, please describe the
36				alterations:
37	[ ] Yes	[] No	[] Don't know	*B. Did any previous owner make any
38				alterations to the home?

1	[ ] Yes	[] No	[] Don't know	*C. If alterations were made, were
2				permits or variances for these
3				alterations obtained?
4				9. FULL DISCLOSURE BY
5				SELLERS
6				A. Other conditions or defects:
7	[] Yes	[] No	[] Don't know	*Are there any other existing material
8				defects affecting the property that a
9				prospective buyer should know about?
10				B. Verification:
11				The foregoing answers and attached
12				explanations (if any) are complete and
13				correct to the best of my/our
14				knowledge and I/we have received a
15				copy hereof. I/we authorize all of
16				my/our real estate licensees, if any, to
17				deliver a copy of this disclosure
18				statement to other real estate licensees
19				and all prospective buyers of the
20				property.
21	DATE		SELLER	SELLER
22			NOTICE TO	THE BUYER
23	INFORMA	ATION REC	GARDING REGIST	ERED SEX OFFENDERS MAY
24	BE OBTA	INED FRO	OM LOCAL LAW	ENFORCEMENT AGENCIES. THIS
25	NOTICE I	S INTENE	DED ONLY TO INF	FORM YOU OF WHERE TO OBTAIN
26	THIS INFO	ORMATIO	N AND IS NOT A	N INDICATION OF THE PRESENCE
27	OF REGIS	TERED SI	EX OFFENDERS.	
28		II. BUY	ER'S ACKNOWLI	EDGMENT
29		A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
30			diligent attention t	to any material defects that are known to
31			Buyer or can be	known to Buyer by utilizing diligent
32			attention and obse	rvation.
33		B.	The disclosures s	set forth in this statement and in any
34			amendments to the	is statement are made only by the Seller
35			and not by any rea	al 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.

- DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 12 13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 15 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT 17 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE 18 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 19 20 AGREEMENT.
- BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 24 PARTY.

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- 26 (2) If the disclosure statement is being completed for new construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the questions listed in item 4. Structural or item 5. Systems and Fixtures.
  - (3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

- Sec. 2. RCW 64.06.013 and 2012 c 132 s 3 are each amended to read as follows:
- 3 (1) In a transaction for the sale of commercial real estate, the 4 seller shall, unless the buyer has expressly waived the right to 5 receive the disclosure statement under RCW 64.06.010, or unless the 6 transfer is otherwise exempt under RCW 64.06.010, deliver to the 7 buyer a completed seller disclosure statement in the following format 8 and that contains, at a minimum, the following information:
- 9 INSTRUCTIONS TO THE SELLER
- 10 Please complete the following form. Do not leave any spaces blank. If
- 11 the question clearly does not apply to the property write "NA." If
- 12 the answer is "yes" to any \* items, please explain on attached
- 13 sheets. Please refer to the line number(s) of the question(s) when
- 14 you provide your explanation(s). For your protection you must date
- 15 and sign each page of this disclosure statement and each attachment.
- 16 Delivery of the disclosure statement must occur not later than five
- 17 business days, unless otherwise agreed, after mutual acceptance of a
- 18 written contract to purchase between a buyer and a seller.
- 19 NOTICE TO THE BUYER
- 20 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
- 22 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 23 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 24 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 25 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 26 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 27 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 28 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 29 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
- 30 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 31 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 32 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 33 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 34 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 35 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 36 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
- 38 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF

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

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

10		I. SELLI	ER'S DISCLOSUR	ES:			
11	*If you a	nswer "Yes	" to a question with	an asterisk (*), please explain your			
12	answer and attach documents, if available and not otherwise publicly recorded. If						
13	necessary, use an attached sheet.						
14				1. TITLE AND LEGAL			
15	[ ] Yes	[] No	[] Don't know	A. Do you have legal authority to sell			
16				the property? If no, please explain.			
17	[ ] Yes	[] No	[] Don't know	*B. Is title to the property subject to any			
18				of the following?			
19				(1) First right of refusal			
20				(2) Option			
21				(3) Lease or rental agreement			
22				(4) Life estate?			
23	[ ] Yes	[] No	[] Don't know	*C. Are there any encroachments,			
24				boundary agreements, or boundary			
25				disputes?			
26	[ ] Yes	[] No	[] Don't know	*D. Is there any leased parking?			
27	[ ] Yes	[ ] No	[] Don't know	*E. Is there a private road or easement			
28				agreement for access to the property?			
29	[ ] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,			
30				easements, shared use agreements, or			
31				access limitations?			
32	[ ] Yes	[] No	[] Don't know	*G. Are there any written agreements			
33				for joint maintenance of an easement or			
34				right-of-way?			
35	[ ] Yes	[ ] No	[] Don't know	*H. Are there any zoning violations or			
36				nonconforming uses?			
37	[ ] Yes	[ ] No	[] Don't know	*I. Is there a survey for the property?			

1	[ ] Yes	[] No	[] Don't know	*J. Are there any legal actions pending
2				or threatened that affect the property?
3	[ ] Yes	[] No	[] Don't know	*K. Is the property in compliance with
4				the Americans with Disabilities Act?
5				2. WATER
6	[] Yes	[] No	[] Don't know	*Are there any water rights for the
7				property, such as a water right permit,
8				certificate, or claim?
9				3. SEWER/ON-SITE SEWAGE
10				SYSTEM
11	[] Yes	[] No	[] Don't know	*Is the property subject to any sewage
12				system fees or charges in addition to
13				those covered in your regularly billed
14				sewer or on-site sewage system
15				maintenance service?
16				4. STRUCTURAL
17	[ ] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
18				five years?
19	[] Yes	[] No	[] Don't know	*B. Has any occupied subsurface
20				flooded or leaked within the last five
21				years?
22	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
23				additions, or remodeling?
24	[ ] Yes	[] No	[] Don't know	*(1) If yes, were all building
25				permits obtained?
26	[ ] Yes	[] No	[] Don't know	*(2) If yes, were all final
27				inspections obtained?
28	[] Yes	[] No	[] Don't know	*D. Has there been any settling,
29				slippage, or sliding of the property or its
30				improvements?
31	[] Yes	[] No	[] Don't know	*E. Are there any defects with the
32				following: (If yes, please check
33				applicable items and explain.)
34		□ Found	lations	□ Slab Floors
35		□ Doors		□ Outbuildings
36		□ Ceilin	gs	□ Exterior Walls
37		□ Sidew	alks	□ Siding

1		□ Other		
2		□ Interior	Walls	
3		□ Windov	WS	
4				5. SYSTEMS AND FIXTURES
5	[ ] Yes	[ ] No	[] Don't know	* Are there any defects in the following
6				systems? If yes, please explain.
7	[ ] Yes	[] No	[] Don't know	(1) Electrical system
8	[ ] Yes	[ ] No	[] Don't know	(2) Plumbing system
9	[ ] Yes	[ ] No	[] Don't know	(3) Heating and cooling systems
10	[ ] Yes	[ ] No	[] Don't know	(4) Fire and security system
11	[ ] Yes	[] No	[] Don't know	(5) Carbon monoxide alarms
12				6. ENVIRONMENTAL
13	[ ] Yes	[ ] No	[] Don't know	*A. Have there been any flooding,
14				standing water, or drainage problems on
15				the property that affect the property or
16				access to the property?
17	[ ] Yes	[ ] No	[] Don't know	*B. Is there any material damage to the
18				property from fire, wind, floods, beach
19				movements, earthquake, expansive
20				soils, or landslides?
21	[ ] Yes	[] No	[] Don't know	*C. Are there any shorelines, wetlands,
22				floodplains, or critical areas on the
23				property?
24	[ ] Yes	[] No	[] Don't know	*D. Are there any substances, materials,
25				or products in or on the property that
26				may be environmental concerns, such
27				as asbestos, formaldehyde, radon gas,
28				lead-based paint, fuel or chemical
29				storage tanks, or contaminated soil or
30				water?
31	[ ] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater
32				contamination?
33	[ ] Yes	[] No	[] Don't know	*F. Has the property been used as a
34				legal or illegal dumping site?
35	[ ] Yes	[ ] No	[] Don't know	*G. Has the property been used as an
36				illegal drug manufacturing site?

1	[] Yes	[] <u>No</u>	[] 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 T	O BUYER
23	INFORMA	ATION RE	GARDING REGIS	STERED SEX OFFENDERS MAY BE
24	OBTAINE	D FROM	LOCAL LAW	ENFORCEMENT AGENCIES. THIS
25	NOTICE 1	IS INTENI	DED ONLY TO IN	FORM YOU OF WHERE TO OBTAIN
26	THIS INF	ORMATIC	ON AND IS NOT A	AN INDICATION OF THE PRESENCE
27	OF REGIS	STERED S	EX OFFENDERS.	
28		II. BUYE	R'S ACKNOWLE	DGMENT
29		A.	Buyer hereby ackr	nowledges that: Buyer has a duty to pay
30			diligent attention to	any material defects that are known to
31			Buyer or can be kn	own to Buyer by utilizing diligent
32			attention and obser	vation.
33		B.	The disclosures se	t forth in this statement and in any
34			amendments to this	s 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.

- DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 12 13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 15 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT 17 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE 18 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 19 20 AGREEMENT.
- BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 24 PARTY.
- (2) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.
- 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
- 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 I	1 IN	NSPECTIONS OF	$_{ m THE}$	PROPERTY	OR	TO	PROVIDE	APPROPRIATE	PROVISIONS	IN	Α
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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	1. 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?								

_				
1	[ ] Yes	[ ] No	[] Don't know	*J. Is there a boundary survey for the
2				property?
3	[ ] Yes	[] No	[] Don't know	*K. Are there any covenants,
4				conditions, or restrictions recorded
5				against title to the property?
6				2. WATER
7				A. Household Water
8	[ ] Yes	[] No	[] Don't know	(1) Does the property have potable
9				water supply?
10				(2) If yes, the source of water for the
11				property is:
12				[] Private or publicly owned water
13				system
14				[] Private well serving only the
15				property
16				*[] Other water system
17	[ ] Yes	[] No	[] Don't know	*If shared, are there any written
18				agreements?
19	[] Yes	[] No	[] Don't know	*(3) Is there an easement (recorded or
20				unrecorded) for access to and/or
21				maintenance of the water source?
22	[ ] Yes	[] No	[] Don't know	*(4) Are there any problems or repairs
23				needed?
24	[] Yes	[] No	[] Don't know	(5) Is there a connection or hook-up
25				charge payable before the property can
26				be connected to the water main?
27	[ ] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
28				water availability from the water
29				purveyor serving the property? (If yes,
30				please attach a copy.)
31	[ ] Yes	[] No	[] Don't know	(7) Is there a water right permit,
32				certificate, or claim associated with
33				household water supply for the
34				property? (If yes, please attach a copy.)
35	[ ] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
36				certificate, or claim been assigned,
37				transferred, or changed?

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

1				A. The property is served by:
2				[] Public sewer system
3				[] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[] Other disposal system, please
7				describe:
8				
9	[] Yes	[ ] No	[] Don't know	B. Is the property subject to any sewage
10				system fees or charges in addition to
11				those covered in your regularly billed
12				sewer or on-site sewage system
13				maintenance service?
14				C. If the property is connected to an on-
15				site sewage system:
16	[] Yes	[ ] No	[] Don't know	*(1) Was a permit issued for its
17				construction?
18	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
19				health department or district following
20				its construction?
21	[] Yes	[ ] No	[] Don't know	(3) Is the septic system a pressurized
22				system?
23	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity
24				system?
25	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
26				repairs to the on-site sewage system?
27	[] Yes	[ ] No	[] Don't know	(6) Is the on-site sewage system,
28				including the drainfield, located
29				entirely within the boundaries of the
30				property? If no, please explain:
31				
32	[] Yes	[ ] No	[] Don't know	*(7) Does the on-site sewage system
33				require monitoring and maintenance
34				services more frequently than once a
35				year?
36				
37				4. ELECTRICAL/GAS
				LLLC I II CILI GILD

Code Rev/AI:eab 25 H-2468.1/22

1	[] Yes	[ ] No	[] Don't know	A. Is the property served by natural
2				gas?
3	[ ] Yes	[ ] No	[] Don't know	B. Is there a connection charge for gas?
4	[ ] Yes	[ ] No	[] Don't know	C. Is the property served by electricity?
5	[] Yes	[ ] No	[] Don't know	D. Is there a connection charge for
6				electricity?
7	[] Yes	[ ] No	[] Don't know	*E. Are there any electrical problems
8				on the property?
9				
10				5. FLOODING
11	[] Yes	[ ] No	[] Don't know	A. Is the property located in a
12				government designated flood zone or
13				floodplain?
14				6. SOIL STABILITY
15	[] Yes	[ ] No	[] Don't know	*A. Are there any settlement, earth
16				movement, slides, or similar soil
17				problems on the property?
1.0				
18				
19				7. ENVIRONMENTAL
	[] Yes	[ ] No	[] Don't know	
19	[] Yes	[ ] No	[] Don't know	7. ENVIRONMENTAL
19 20	[ ] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding,
19 20 21	[ ] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems
<ul><li>19</li><li>20</li><li>21</li><li>22</li></ul>	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property
<ul><li>19</li><li>20</li><li>21</li><li>22</li><li>23</li></ul>				7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
19 20 21 22 23 24				7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property
19 20 21 22 23 24 25				7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill
19 20 21 22 23 24 25 26	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill material?
19 20 21 22 23 24 25 26	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill material?  *C. Is there any material damage to the
19 20 21 22 23 24 25 26 27 28	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill material?  *C. Is there any material damage to the property from fire, wind, floods, beach
19 20 21 22 23 24 25 26 27 28 29	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill material?  *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive
19 20 21 22 23 24 25 26 27 28 29 30	[] Yes	[] No	[] Don't know	7. ENVIRONMENTAL  *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?  *B. Does any part of the property contain fill dirt, waste, or other fill material?  *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

1	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials,
2				or products in or on the property that
3				may be environmental concerns, such
4				as asbestos, formaldehyde, radon gas,
5				lead-based paint, fuel or chemical
6				storage tanks, or contaminated soil or
7				water?
8	[] Yes	[] No	[] Don't know	*F. Has the property been used for
9				commercial or industrial purposes?
10	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
11				contamination?
12	[ ] Yes	[ ] No	[] 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	[ ] Yes	[ ] No	[] Don't know	*I. Has the property been used as a
19				legal or illegal dumping site?
20	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
21				illegal drug manufacturing site?
22	[] Yes	[ ] No	[] Don't know	*K. Are there any radio towers that
23				cause interference with cellular
24				telephone reception?
25	[] Yes	[] No	[] Don't know	*L. Is there any damage to the property
26				from animals, including digging or
27				urine, feces, or other waste?
28				8. HOMEOWNERS'
29				ASSOCIATION/COMMON
30				INTERESTS
31	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association?
32	.,	.,		Name of association and contact
33				information for an officer, director,
34				employee, or other authorized agent, if
35				any, who may provide the association's
36				financial statements, minutes, bylaws,
37				fining policy, and other information
38				that is not publicly available:

1				
2	[ ] Yes	[ ] No	[] Don't know	B. Are there regular periodic
3				assessments:
4				\$ per [ ] Month [ ] Year
5				[] Other
6	[ ] Yes	[ ] No	[] Don't know	*C. Are there any pending special
7				assessments?
8	[ ] Yes	[ ] No	[] Don't know	*D. Are there any shared "common
9				areas" or any joint maintenance
10				agreements (facilities such as walls,
11				fences, landscaping, pools, tennis
12				courts, walkways, or other areas co-
13				owned in undivided interest with
14				others)?
15				9. OTHER FACTS
16	[ ] Yes	[ ] No	[] Don't know	*A. Are there any disagreements,
17				disputes, encroachments, or legal
18				actions concerning the property?
19				
20	[ ] Yes	[ ] No	[] Don't know	*B. Does the property have any plants
21				or wildlife that are designated as
22				species of concern, or listed as
23				threatened or endangered by the
24				government?
25	[ ] Yes	[ ] No	[] Don't know	*C. Is the property classified or
26				designated as forestland or open space?
27				
28	[ ] Yes	[] No	[] Don't know	D. Do you have a forest management
29				plan? If yes, attach.
30	[ ] Yes	[] No	[] Don't know	*E. Have any development-related
31				permit applications been submitted to
32				any government agencies?
33				
34				If the answer to E is "yes," what is the
35				status or outcome of those
36				applications?
37				

1	[ ] Yes	[] No	[] Don't know	F. Is the property located within a city,
2				county, or district or within a
3				department of natural resources fire
4				protection zone that provides fire
5				protection services?
6				
7				10. FULL DISCLOSURE BY
8				SELLERS
9				A. Other conditions or defects:
10	[ ] Yes	[] No	[] Don't know	*Are there any other existing material
11				defects affecting the property that a
12				prospective buyer should know about?
13				B. Verification:
14				The foregoing answers and attached
15				explanations (if any) are complete and
16				correct to the best of my/our knowledge
17				and I/we have received a copy hereof.
18				I/we authorize all of my/our real estate
19				licensees, if any, to deliver a copy of
20				this disclosure statement to other real
21				estate licensees and all prospective
22				buyers of the property.
23	DATE		SELLER	SELLER
24			NOTICE T	O BUYER
25	INFORM	ATION RE	EGARDING REGIS	STERED SEX OFFENDERS MAY BE
26	OBTAIN	ED FROM	I LOCAL LAW	ENFORCEMENT AGENCIES. THIS
27	NOTICE	IS INTEN	DED ONLY TO IN	FORM YOU OF WHERE TO OBTAIN
28	THIS IN	FORMATIO	ON AND IS NOT A	AN INDICATION OF THE PRESENCE
29	OF REGI	STERED S	EX OFFENDERS.	
30		II. BUYE	R'S ACKNOWLE	DGMENT
31		A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
32			diligent attention t	o any material defects that are known to
33			Buyer or can be kr	nown to Buyer by utilizing diligent
34			attention and obser	rvation.
35		B.	The disclosures se	et forth in this statement and in any
36			amendments to thi	s statement are made only by the Seller
37			and not by any rea	l estate licensee or other party.

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

--- END ---

construed as a warranty of any kind by the seller or any real estate

licensee involved in the transaction.

31 32