
SUBSTITUTE HOUSE BILL 1951

State of Washington

67th Legislature

2022 Regular Session

By House Consumer Protection & Business (originally sponsored by Representatives Morgan, Fitzgibbon, Orwall, McEntire, Ryu, Ormsby, Kloba, and Harris-Talley)

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?

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Yes No Don't know

J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

Yes No Don't know

Electrical system, including wiring, switches, outlets, and service

Yes No Don't know

Plumbing system, including pipes, faucets, fixtures, and toilets

Yes No Don't know

Hot water tank

Yes No Don't know

Garbage disposal

Yes No Don't know

Appliances

Yes No Don't know

Sump pump

Yes No Don't know

Heating and cooling systems

Yes No Don't know

Security system

Owned Leased

Other

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

Yes No Don't know

Security system

Yes No Don't know

Tanks (type):

Yes No Don't know

Satellite dish

Other:

*C. Are any of the following kinds of wood burning appliances present at the property?

Yes No Don't know

(1) Woodstove?

Yes No Don't know

(2) Fireplace insert?

Yes No Don't know

(3) Pellet stove?

Yes No Don't know

(4) Fireplace?

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Yes No Don't know If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

Yes No Don't know D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

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

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

Yes No Don't know F. Is the property equipped with smoke detection devices?

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

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

 Don't know Provider

**6. HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS**

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Yes No Don't know

A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:

Yes No Don't know

B. Are there regular periodic assessments:

\$. . . per Month Year

 Other

Yes No Don't know

*C. Are there any pending special assessments?

Yes No Don't know

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

7. ENVIRONMENTAL

Yes No Don't know

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

Yes No Don't know

*B. Does any part of the property contain fill dirt, waste, or other fill material?

Yes No Don't know

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

Yes No Don't know

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

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Yes No Don't know *E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

Yes No Don't know *F. Has the property been used for commercial or industrial purposes?

Yes No Don't know *G. Is there any soil or groundwater contamination?

Yes No Don't know *H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

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

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

Yes No Don't know *K. Are there any radio towers in the area that cause interference with cellular telephone reception?

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

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

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

Yes No Don't know *B. Did any previous owner make any alterations to the home?

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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 **Sec. 2.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to
2 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

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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
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.

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

11 *If you answer "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 **I. 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 Foundations Slab Floors
35 Doors Outbuildings
36 Ceilings Exterior Walls
37 Sidewalks Siding

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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?

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

**7. FULL DISCLOSURE BY
SELLERS**

A. Other conditions or defects:

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

B. Verification:

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

DATE SELLER SELLER

NOTICE TO BUYER

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

II. BUYER'S ACKNOWLEDGMENT

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

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

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate 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?

Yes No Don't know *J. Is there a boundary survey for the
property?
 Yes No Don't know *K. Are there any covenants,
conditions, or restrictions recorded
against title to the property?
2. WATER
A. Household Water
 Yes No Don't know (1) Does the property have potable
water supply?
(2) If yes, the source of water for the
property is:
 Private or publicly owned water
system
 Private well serving only the
property
* Other water system
 Yes No Don't know *If shared, are there any written
agreements?
 Yes No Don't know *(3) Is there an easement (recorded or
unrecorded) for access to and/or
maintenance of the water source?
 Yes No Don't know *(4) Are there any problems or repairs
needed?
 Yes No Don't know (5) Is there a connection or hook-up
charge payable before the property can
be connected to the water main?
 Yes No Don't know (6) Have you obtained a certificate of
water availability from the water
purveyor serving the property? (If yes,
please attach a copy.)
 Yes No Don't know (7) Is there a water right permit,
certificate, or claim associated with
household water supply for the
property? (If yes, please attach a copy.)
 Yes No Don't know (a) If yes, has the water right permit,
certificate, or claim been assigned,
transferred, or changed?

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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:

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C. Outdoor Sprinkler System

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

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

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

3. SEWER/SEPTIC SYSTEM

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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:

.....

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 A. Is the property served by natural gas?
- Yes No Don't know B. Is there a connection charge for gas?
- Yes No Don't know C. Is the property served by electricity?
- Yes No Don't know D. Is there a connection charge for electricity?
- Yes No Don't know *E. Are there any electrical problems on the property?

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5. FLOODING

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

6. SOIL STABILITY

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

.....

7. ENVIRONMENTAL

- Yes No Don't know *A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?

- Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?

- Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

- Yes No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

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:

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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

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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),
- 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
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 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 ---