

SELLER DISCLOSURE STATEMENT

GENERAL COMMENTS:

A. REQUIRED BY STATE LAW. RCW 64.06 requires this form to be used in all transfers of residential real property, including multi-family dwellings up to four units, new construction, condominiums not subject to a public offering statement and certain time shares. Buyer has three days to rescind the purchase and sale agreement after Seller provides a completed Form 17 to Buyer. If Seller fails to provide the form to the Buyer as required, the Buyer retains the right to rescind the contract at any time prior to closing. Buyer has three days to rescind the purchase and sale agreement after Seller provides a completed Form 17 to Buyer.

There are certain transfers of real property that are excepted from RCW 64.06 where Seller is not required to provide Form 17 to Buyer. The most common is a transfer made by the personal representative of an estate or by a trustee in a bankruptcy. The complete list of exceptions is set forth in RCW 64.06.010.

There are likely to be many questions about how to comply with this law. If you have any questions, consult your designated broker or advise your client to obtain legal advice.

B. DO NOT ALTER OR AMEND THIS FORM. The law that requires use of this form is very specific. The statute sets out the wording of the questions that must appear on this form. Under no circumstances should you or Seller alter the wording of any of the questions or any other part of the form without advice of legal counsel.

C. WAIVER BY BUYER. Under the law, Buyer may waive the right to receive the Seller Disclosure Statement. In that event, Seller has no obligation to provide Form 17 and Buyer does not have the right to rescind the agreement based on disclosures that otherwise would have been made by Seller.

However, if any of the answer to the questions in the Environmental section of Form 17 is "yes," Buyer may not waive the right to receive that section of the form and Seller must provide at least that section of the form to Buyer (even if Buyer waives the right to receive the balance of the form).

D. ADDITIONAL INFORMATION FOR SELLER. Seller must complete this form and give it to Buyer within five days of mutual acceptance of the purchase and sale agreement. If Seller does not provide Form 17 (and Buyer has not waived the right to receive it), Buyer will have the right to rescind the transaction at any time up until closing.

The disclosures must be made on the basis of Seller's actual knowledge at the time of the disclosure. However, if Seller later becomes aware that the original disclosures are inaccurate or incomplete from a source other than Buyer or others acting on Buyer's behalf (e.g. Buyer's inspector), then Seller must amend the disclosure statement and provide the amendment to Buyer. In giving Buyer an amended Form 17, Buyer will have a renewed three day right of rescission. Seller does not have to amend the disclosure statement if Seller takes corrective action that will restore the accuracy of the disclosures.

E. ADDITIONAL INFORMATION FOR BUYER. Buyer has the right to rescind the purchase and sale agreement, at any time within three days from Seller's delivery of Form 17. Buyer's decision to revoke or rescind may be made "in the Buyer's sole discretion" and Buyer does not have to identify any particular concerns about the form. If Seller amends the disclosure statement prior to closing, then Buyer will have the option of (a) approving and accepting the amendment or (b) rescinding the purchase and sale agreement within three

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business days after receiving the amendment. If Seller takes corrective action to restore the accuracy of the disclosures, then Buyer will not have a right to revoke.

Buyer must give a written notice of rescission within three business days of receiving the disclosure statement. If Buyer does not timely give notice, Buyer will be deemed to have approved and accepted the disclosure form.

- F. THE FORM DOES NOT CHANGE A SELLER'S OBLIGATION TO DISCLOSE DEFECTS.** The law does not change Washington's common or case law regarding Seller's obligation to disclose material defects in the property. If there is a material defect in the property, Seller must disclose the defect to Buyer even if the Buyer waives the right to receive Form 17, Seller is exempt from Form 17, or the defect is not covered by the questions on Form 17. This disclosure requirement exists independently from Seller's duty to provide Form 17.
- G. PARTIAL EXCEPTION FOR NEW CONSTRUCTION.** If Seller is selling residential real property that is newly constructed and has never been occupied, Seller does not need to complete Item 4 (Structural) or Item 5 (Systems and Fixtures) of the form. This is a partial exception only, and if Seller is going to provide Form 17, Seller must complete all other sections.

H. FILLING IN THE FORM

- (1) The form should be completed only by Seller(s). A real estate broker should never provide any answers. The purpose of this form is for Seller to make disclosures about the property.
- (2) If Seller answers "yes" to a question marked with an asterisk, then further explanation must be provided.
- (3) Seller has no obligation to provide copies of documents that are publicly recorded (e.g., easements of record; covenants, conditions, and restrictions; and deeds). If, however, a document is not publicly recorded, Seller must provide a copy to Buyer, if available.

ASSISTANCE FOR SELLER FILLING IN THE BLANKS: The following numbers refer to the numbers on the sample form shown in this Manual:

1. **Seller.** Insert Seller's name.
2. **Address.** Insert the street address (or Lot #), city and county.
3. **Seller-Occupied.** Check whether Seller is or is not occupying the property.
4. **Property Disclosure Questions (Sections 1 through 10).** Seller should answer each question. Do not leave any spaces blank. The Seller must answer on the basis of the Seller's actual knowledge. If the Seller has actual knowledge sufficient to answer a question, then the Seller should not answer "don't know." If a particular question is not applicable to the Property, Seller should check the "N/A" box next to the question.

NOTE: If the Seller answers "yes" to a question with an asterisk, then additional attachments or explanations are required. In addition, Seller may need to provide copies of related documents if they are available and not otherwise publicly recorded.

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5. **Environmental Section.** If Seller answers yes to any of the questions in the Environmental section, Buyer may not waive the right to receive that portion of the form.
6. **Full Disclosure By Seller.** Section 10 contains a catch-all question requiring Seller to disclose "any other existing material defects affecting the property that a prospective Buyer should know about."
7. **Seller's Verification.** Seller's signature and date verify that the answers and explanations are complete and correct to the best of the Seller's knowledge.
8. **Buyer's Acknowledgment.** Buyer should carefully review Form 17 and may sign and date the acknowledgment.
9. **Buyer's Waiver of Right to Revoke Offer.** If Buyer reviews Seller's responses to the Form 17 and wishes to approve the form and waive Buyer's right to rescind the agreement, then Buyer should date and sign in these spaces.
10. **Buyer's Waiver of Right to Receive Completed Disclosure Form.** If Buyer wishes to waive the right to receive a completed Form 17, then Buyer should sign and initial here.
11. **Additional Information.** Use this space for any additional information required by asterisked items. Attached additional pages as necessary.
12. **Seller's Initials and Date.** Seller should initial and date all the pages of the disclosure form.

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER:

Seller

Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

, CITY

STATE _____, ZIP _____, COUNTY _____ ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED
ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE
STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM
THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT
BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE
SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND
PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

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

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

Seller is / is not occupying the Property.

I. SELLER'S DISCLOSURES:

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

YES NO DON'T
KNOW N/A

37 38

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain. 39

*B. Is title to the property subject to any of the following?

(1) First right of refusal 40

(2) Option 42

(3) Lease or rental agreement 43

(4) Life estate? 44

*C. Are there any encroachments, boundary agreements, or boundary disputes? 45

*D. Is there a private road or easement agreement for access to the property? 46

*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of
the property? 47

*F. Are there any written agreements for joint maintenance of an easement or right-of-way? 49

*G. Is there any study, survey project, or notice that would adversely affect the property? 50

*H. Are there any pending or existing assessments against the property? 51

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the
property that would affect future construction or remodeling? 52

property that would affect future construction or remodeling? 53

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

	YES	NO	DON'T KNOW	NA	54
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56

NOTICE TO 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. 58
59
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2. WATER 63

A. Household Water	64
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system	65 66
*If shared, are there any written agreements?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 67
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 68 69
*(3) Are there any problems or repairs needed?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 70
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .. <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 71
If no, please explain: _____	72
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 73
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned	74
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 75 76
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 77
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 78
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .. <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 79

B. Irrigation Water 80

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 81 82
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 83 84
*(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 85
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 86
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .. <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 87
If so, please identify the entity that supplies water to the property: _____	88 89

C. Outdoor Sprinkler System 90

(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 91
*(2) If yes, are there any defects in the system?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 92
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 93

3. SEWER/ON-SITE SEWAGE SYSTEM 94

A. The property is served by:	95
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)	96
<input type="checkbox"/> Other disposal system	97
Please describe: _____	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 99 100
If no, please explain: _____	101

SELLER DISCLOSURE STATEMENT

IMPROVED PROPERTY

(Continued)

	YES	NO	DON'T KNOW	NA	
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102 103 104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 107
(2) When was it last pumped? _____					108
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? _____			<input type="checkbox"/>	<input type="checkbox"/>	110
By whom: _____					111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113 114
If no, please explain: _____					115
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117 118
If no, please explain: _____					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120 121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL 125

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction: _____					132
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			135
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			136
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			137
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			138
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			139
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			140
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			141
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			142
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			143

*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144 145
If yes, when and by whom was the inspection completed? _____					146

H. During your ownership, has the property had any wood destroying organism or pest infestation?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
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I. Is the attic insulated?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
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J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

YES	NO	DON'T KNOW	NA	
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5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 152

If yes, please explain: _____ 153

Electrical system, including wiring, switches, outlets, and service 154
 Plumbing system, including pipes, faucets, fixtures, and toilets 155
 Hot water tank 156
 Garbage disposal 157
 Appliances 158
 Sump pump 159
 Heating and cooling systems 160
 Security system: Owned Leased 161
 Other _____ 162

*B. If any of the following fixtures or property is included with the transfer, are they leased? 163

(If yes, please attach copy of lease.) 164

Security System: _____ 165
 Tanks (type): _____ 166
 Satellite dish: _____ 167
 Other: _____ 168

*C. Are any of the following kinds of wood burning appliances present at the property? 169

(1) Woodstove? 170
 (2) Fireplace insert? 171
 (3) Pellet stove? 172
 (4) Fireplace? 173

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? 174
 175

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? 176
 177

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.) 178
 179

F. Is the property equipped with smoke detection devices? 180
 (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.) 181
 182

G. Does the property currently have internet service? 183

Provider: _____ 184

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

A. Is there a Homeowners' Association? 186
 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: _____ 187
 188
 189

B. Are there regular periodic assessments? 190

\$ _____ per month year 191

Other: _____ 192

*C. Are there any pending special assessments? 193

*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)? 194
 195
 196

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? 198
 199

*B. Does any part of the property contain fill dirt, waste, or other fill material? 200

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? 201
 202

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? 203

*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? 204
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 206

*F. Has the property been used for commercial or industrial purposes? 207

SELLER DISCLOSURE STATEMENT

IMPROVED PROPERTY

(Continued)

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YES NO DON'T KNOW N/A

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*G. Is there any soil or groundwater contamination? 210

*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? 211

*I. Has the property been used as a legal or illegal dumping site? 212

*J. Has the property been used as an illegal drug manufacturing site? 213

*K. Are there any radio towers in the area that cause interference with cellular telephone reception? 215

8. LEAD BASED PAINT (Applicable if the house was built before 1978). 216

A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 217

Known lead-based paint and/or lead-based paint hazards are present in the housing
(explain). _____ 218

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 219

B. Records and reports available to the Seller (check one below): 221

Seller has provided the purchaser with all available records and reports pertaining to
lead-based paint and/or lead-based paint hazards in the housing (list documents below). 222

_____ 223

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 225

9. MANUFACTURED AND MOBILE HOMES 226

If the property includes a manufactured or mobile home, 227

*A. Did you make any alterations to the home? 228

If yes, please describe the alterations: _____ 229

*B. Did any previous owner make any alterations to the home? 230

*C. If alterations were made, were permits or variances for these alterations obtained? 231

10. FULL DISCLOSURE BY SELLERS 232

A. Other conditions or defects: 233

*Are there any other existing material defects affecting the property that a prospective
buyer should know about? 234

B. Verification 236

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and
Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and
against any and all claims that the above information is inaccurate. Seller authorizes 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. 237

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Seller _____ Date _____

Seller _____ Date _____

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line
number(s) of the question(s). 242

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
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II. NOTICES TO THE BUYER	257
1. SEX OFFENDER REGISTRATION	258
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.	259 260 261
2. PROXIMITY TO FARMING/WORKING FOREST	262
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	263 264 265 266
3. OIL TANK INSURANCE	267
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	268 269 270

III. BUYER'S ACKNOWLEDGEMENT	271
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1. BUYER HEREBY ACKNOWLEDGES THAT:	272
A. 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.	273 274
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.	275 276
C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	277 278
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	279
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	280 281
F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet <i>Protect Your Family From Lead in Your Home</i> .	282

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

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

Buyer	Date	Buyer	Date	292
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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	294
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	295 296

Buyer	Date	Buyer	Date	297
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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	299
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	300 301 302

Buyer	Date	Buyer	Date	303
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SELLER'S INITIALS	Date	SELLER'S INITIALS	Date
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