## ENGROSSED SECOND SUBSTITUTE SENATE BILL 5284

State of Washington 66th Legislature 2019 Regular Session

By Senate Ways & Means (originally sponsored by Senators Liias, Wagoner, Van De Wege, and Hasegawa)

READ FIRST TIME 03/01/19.

- AN ACT Relating to smoke detection devices; amending RCW 43.44.110 and 64.06.020; adding a new section to chapter 43.44 RCW; adding a new section to chapter 48.19 RCW; creating new sections; prescribing penalties; providing an effective date; and declaring an emergency.
- 6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 7 **Sec. 1.** RCW 43.44.110 and 1995 c 369 s 34 are each amended to 8 read as follows:
- 9 (1) Smoke detection devices shall be installed inside all 10 dwelling units:
- 11 (a) Occupied by persons other than the owner on and after 12 December 31, 1981;  $((\Theta r))$
- 13 (b) Built or manufactured in this state after December 31, 1980; 14 or
- 15 (c) Sold on or after the effective date of this section.
- 16 (2) The smoke detection devices shall be designed, manufactured, 17 and installed inside dwelling units in conformance with:
  - (a) Nationally accepted standards; and

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- 19 (b) As provided by the administrative procedure act, chapter
- 20 34.05 RCW, rules and regulations promulgated by the chief of the
- 21 Washington state patrol, through the director of fire protection.

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(3) Installation of smoke detection devices shall be the responsibility of the owner. Maintenance of smoke detection devices, including the replacement of batteries where required for the proper operation of the smoke detection device, shall be the responsibility of the tenant, who shall maintain the device as specified by the manufacturer. At the time of a vacancy, the owner shall insure that the smoke detection device is operational prior to the reoccupancy of the dwelling unit.

- (4) (a) For any dwelling unit sold on or after the effective date of this section that does not have at least one smoke detection device, the seller shall provide at least one smoke detection device in the dwelling unit before the buyer or any other person occupies the dwelling unit following such sale. A violation of this subsection does not affect the transfer of the title, ownership, or possession of the dwelling unit.
- (b) Real estate brokers licensed under chapter 18.85 RCW are not liable in any civil, administrative, or other proceeding for the failure of any seller or other property owner to comply with the requirements of this section.
- (c) Any person or entity that assists the buyer of a dwelling with installing a smoke detection device, whether they are voluntarily doing so or as a nonprofit, is not liable in any civil, administrative, or other proceeding relating to the installation of the smoke detection device.
- (d) Interconnection of smoke detection devices is not required where not already present in buildings undergoing repairs undertaken solely as a condition of sale.
- (5) (a) Except as provided in (b) of this subsection (5), any owner, seller, or tenant failing to comply with this section shall be punished by a fine of not more than two hundred dollars.
- (((5))) (b) Any owner failing to comply with this section shall be punished by a fine of five thousand dollars if, after such failure, a fire causes property damage, personal injury, or death to a tenant or a member of a tenant's household. All moneys received pursuant to (a) or (b) of this subsection shall be deposited into the smoke detection device awareness account created in section 2 of this act.
- 38 <u>(6) Subsection (5) (b) of this section shall be enforced by the</u> 39 <u>chief of the Washington state patrol, through the director of fire</u> 40 <u>protection or the director of fire protection's authorized deputy.</u>

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- 1 Enforcement shall happen after a fire occurs and when it is evident
- 2 that the dwelling unit sold on or after the effective date of this
- 3 <u>section did not have at least one smoke detection device. If</u>
- 4 <u>necessary</u>, in lieu of the director of fire protection or the director
- 5 of fire protection's authorized deputy, the following may also
- 6 <u>enforce this act:</u>

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- 7 (a) The chief of the fire department if the dwelling unit is located within a city or town; or
- 9 (b) The county fire marshal or other fire official so designated 10 by the county legislative authority if the dwelling unit is located 11 within unincorporated areas of a county.
  - (7) For the purposes of this section:
- 13 (a) "Dwelling unit" means a single unit providing complete, 14 independent living facilities for one or more persons including 15 permanent provisions for living, sleeping, eating, cooking, and 16 sanitation; and
- 17 (b) "Smoke detection device" means an assembly incorporating in 18 one unit a device which detects visible or invisible particles of 19 combustion, the control equipment, and the alarm-sounding device, 20 operated from a power supply either in the unit or obtained at the 21 point of installation.
- NEW SECTION. Sec. 2. A new section is added to chapter 43.44 23 RCW to read as follows:

24 The smoke detection device awareness account is created in the 25 custody of the state treasurer. All receipts from fines imposed pursuant to RCW 43.44.110(5) must be deposited into the account. 26 27 Expenditures from the account may be used only for the purposes of raising public awareness of owners and tenants' duties pertaining to 28 29 smoke detection devices under RCW 43.44.110 and of the danger to life 30 and property resulting from a failure to comply with those duties. 31 Only the Washington state patrol, through the director of fire protection or the director of fire protection's authorized deputy, 32 may authorize expenditures from the account. The account is subject 33 to the allotment procedures under chapter 43.88 RCW, but 34 35 appropriation is not required for expenditures.

36 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to read as follows:

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- (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:
- 7 INSTRUCTIONS TO THE SELLER

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- 8 Please complete the following form. Do not leave any spaces blank. If
- 9 the question clearly does not apply to the property write "NA." If
- 10 the answer is "yes" to any \* items, please explain on attached
- 11 sheets. Please refer to the line number(s) of the question(s) when
- 12 you provide your explanation(s). For your protection you must date
- 13 and sign each page of this disclosure statement and each attachment.
- 14 Delivery of the disclosure statement must occur not later than five
- 15 business days, unless otherwise agreed, after mutual acceptance of a
- 16 written contract to purchase between a buyer and a seller.
- 17 NOTICE TO THE BUYER
- 18 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
- 20 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 21 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 22 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 23 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 24 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 25 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 26 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 27 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
- 28 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 29 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 30 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 31 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 32 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 33 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 34 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 35 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
- 36 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 37 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 38 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,

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1	ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER						
2	TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE						
3	BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR						
4	INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A						
5	CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS						
6	OR WARRANTIES.						
7	Seller is/ is not occupying the property.						
8	I. SELLER'S DISCLOSURES:						
9	*If you answer "Yes" to a question with an asterisk (*), please explain your						
10	answer and attach documents, if available and not otherwise publicly recorded. If						
11	necessary, use an attached sheet.						
12	1. TITLE						
13	[] Yes [] No [] Don't know A. Do you have legal authority to sell						
14	the property? If no, please explain.						
15	[] Voc. [] No. [] Don't know *P. Is title to the preparty subject to						

15 [] Yes [] No [] Don't know \*B. Is title to the property subject to 16 any of the following? 17 (1) First right of refusal 18 (2) Option 19 (3) Lease or rental agreement 20 (4) Life estate? 21 [ ] Yes [] No [] Don't know \*C. Are there any encroachments, 22 boundary agreements, or boundary 23 disputes? 24 [ ] Yes [] No [] Don't know \*D. Is there a private road or easement 25 agreement for access to the property? 26 [] Yes [] No [] Don't know \*E. Are there any rights-of-way, 27 easements, or access limitations that 28 may affect the Buyer's use of the 29 property?

[] Yes

[] Yes

[ ] Yes

[] No

[] No

[] No

[] Don't know

[] Don't know

[] Don't know

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\*F. Are there any written agreements

for joint maintenance of an easement

\*G. Is there any study, survey project,

or notice that would adversely affect

\*H. Are there any pending or existing

 $assessments \ against \ the \ property?$ 

or right-of-way?

the property?

1	[ ] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
2				nonconforming uses, or any unusual
3				restrictions on the property that would
4				affect future construction or
5				remodeling?
6	[ ] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
7				property?
8	[ ] Yes	[] No	[] Don't know	*K. Are there any covenants,
9				conditions, or restrictions recorded
10				against the property?
11				2. WATER
12				A. Household Water
13				(1) The source of water for the
14				property is:
15				[ ] Private or publicly owned
16				water system
17				[ ] Private well serving only the
18				subject property
19				*[ ] Other water system
20	[ ] Yes	[] No	[] Don't know	*If shared, are there any written
21				agreements?
22	[ ] Yes	[] No	[] Don't know	*(2) Is there an easement
23				(recorded or unrecorded) for
24				access to and/or maintenance of
25				the water source?
26	[ ] Yes	[] No	[] Don't know	*(3) Are there any problems or
27				repairs needed?
28	[ ] Yes	[] No	[] Don't know	(4) During your ownership, has
29				the source provided an adequate
30				year-round supply of potable
31				water? If no, please explain.
32	[ ] Yes	[ ] No	[] Don't know	*(5) Are there any water
33				treatment systems for the
34				property? If yes, are they
35				[ ]Leased [ ]Owned

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

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1				C. Outdoor Sprinkler System
2	[] Yes	[ ] No	[] Don't know	(1) Is there an outdoor sprinkler
3				system for the property?
4	[] Yes	[ ] No	[] Don't know	*(2) If yes, are there any defects
5				in the system?
6	[] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler
7				system connected to irrigation
8				water?
9				3. SEWER/ON-SITE SEWAGE
10				SYSTEM
11				A. The property is served by:
12				[] Public sewer system,
13				[ ] On-site sewage system (including
14				pipes, tanks, drainfields, and all other
15				component parts)
16				[ ] Other disposal system, please
17				describe:
18	[] Yes	[ ] No	[] Don't know	B. If public sewer system service is
19				available to the property, is the house
20				connected to the sewer main? If no,
21				please explain.
22	[] Yes	[ ] No	[] Don't know	*C. Is the property subject to any
23				sewage system fees or charges in
24				addition to those covered in your
25				regularly billed sewer or on-site
26				sewage system maintenance service?
27				D. If the property is connected to an
28				on-site sewage system:
29	[] Yes	[ ] No	[] Don't know	*(1) Was a permit issued for its
30				construction, and was it approved
31				by the local health department or
32				district following its
33				construction?
34				(2) When was it last pumped?
35				
36	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
37				operation of the on-site sewage
38				system?

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1			[] Don't know	(4) When was it last inspected?
2				
3				By whom:
4			[] Don't know	(5) For how many bedrooms was
5				the on-site sewage system
6				approved?
7				bedrooms
8	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
9				laundry drain, connected to the
10				sewer/on-site sewage system? If no,
11				please explain:
12	[ ] Yes	[ ] No	[] Don't know	*F. Have there been any changes or
13				repairs to the on-site sewage system?
14	[ ] Yes	[ ] No	[] Don't know	G. Is the on-site sewage system,
15				including the drainfield, located
16				entirely within the boundaries of the
17				property? If no, please explain.
18				
19	[ ] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
20				require monitoring and maintenance
21				services more frequently than once a
22				year?
23				
24	NOTICE:	IF THIS	RESIDENTIAL	REAL PROPERTY DISCLOSURE
25	STATEME	NT IS BEI	NG COMPLETED	FOR NEW CONSTRUCTION WHICH
26	HAS NEV	ER BEEN	OCCUPIED, TH	E SELLER IS NOT REQUIRED TO
27	COMPLET	TE THE C	QUESTIONS LISTI	ED IN ITEM 4. STRUCTURAL OR
28	ITEM 5. SY	YSTEMS A	AND FIXTURES	
29				4. STRUCTURAL
30	[ ] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
31				five years?
32	[ ] Yes	[] No	[] Don't know	*B. Has the basement flooded or
33				leaked?
34	[ ] Yes	[] No	[] Don't know	*C. Have there been any conversions,
35				additions, or remodeling?
36	[ ] Yes	[] No	[] Don't know	*(1) If yes, were all building
37				permits obtained?

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1	[ ] Yes	[] No	[] Don't know	*(2) If yes, were all final
2				inspections obtained?
3	[ ] Yes	[] No	[] Don't know	D. Do you know the age of the house?
4				If yes, year of original construction:
5	[ ] Yes	[] No	[] Don't know	*E. Has there been any settling,
6				slippage, or sliding of the property or
7				its improvements?
8	[ ] Yes	[ ] No	[] Don't know	*F. Are there any defects with the
9				following: (If yes, please check
10				applicable items and explain.)
11	□ F	oundations	□ Decks	□ Exterior Walls
12	□С	himneys	□ Interio	or Walls
13	□ D	oors	□ Windo	ows   Patio
14	□С	eilings	□ Slab F	loors   □ Driveways
15	□ <b>P</b>	ools	□ Hot Tu	ıb □ Sauna
16	□ S	idewalks	□ Outbu	ildings
17	□ G	arage Floor	s 🗆 Walkw	vays □ Siding
18	□О	ther	□ Woods	stoves    Elevators
1.0	_ I•	-Unit Eliza		
19	□ 11	icline Elevat	tors   Stairw	ay Chair    Wheelchair Lifts
20		icime Eleva	tors   Stairw  Lifts	ay Chair □ Wheelchair Lifts
	[] Yes	[] No		ay Chair □ Wheelchair Lifts  *G. Was a structural pest or "whole
20			Lifts	
<ul><li>20</li><li>21</li></ul>			Lifts	*G. Was a structural pest or "whole
<ul><li>20</li><li>21</li><li>22</li></ul>			Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when
<ul><li>20</li><li>21</li><li>22</li><li>23</li></ul>			Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection
<ul><li>20</li><li>21</li><li>22</li><li>23</li><li>24</li></ul>	[ ] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
<ul><li>20</li><li>21</li><li>22</li><li>23</li><li>24</li><li>25</li></ul>	[ ] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
<ul><li>20</li><li>21</li><li>22</li><li>23</li><li>24</li><li>25</li><li>26</li></ul>	[ ] Yes	[] No	Lifts	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27	[] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
<ul> <li>20</li> <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>	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29 30	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?  H. During your ownership, has the property had any wood destroying organism or pest infestation?  I. Is the attic insulated?  J. Is the basement insulated?  5. SYSTEMS AND FIXTURES  *A. If any of the following systems or
20 21 22 23 24 25 26 27 28 29 30 31	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes	[] No	Lifts [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No	Lifts [] Don't know  [] Don't know  [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

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1	[ ] Yes	[ ] No	[] Don't know	Plumbing system, including
2				pipes, faucets, fixtures, and
3				toilets
4	[ ] Yes	[ ] No	[] Don't know	Hot water tank
5	[ ] Yes	[] No	[] Don't know	Garbage disposal
6	[ ] Yes	[ ] No	[] Don't know	Appliances
7	[ ] Yes	[ ] No	[] Don't know	Sump pump
8	[ ] Yes	[ ] No	[] Don't know	Heating and cooling systems
9	[ ] Yes	[ ] No	[] Don't know	Security system
10				[] Owned [] Leased
11				Other
12				*B. If any of the following fixtures or
13				property is included with the transfer,
14				are they leased? (If yes, please attach
15				copy of lease.)
16	[ ] Yes	[ ] No	[] Don't know	Security system
17	[ ] Yes	[ ] No	[] Don't know	Tanks (type):
18	[ ] Yes	[ ] No	[] Don't know	Satellite dish
19				Other:
20				*C. Are any of the following kinds of
21				wood burning appliances present at
22				the property?
23	[ ] Yes	[ ] No	[] Don't know	(1) Woodstove?
24	[ ] Yes	[ ] No	[] Don't know	(2) Fireplace insert?
25	[ ] Yes	[ ] No	[] Don't know	(3) Pellet stove?
26	[ ] Yes	[ ] No	[] Don't know	(4) Fireplace?
27	[ ] Yes	[ ] No	[] Don't know	If yes, are all of the (1)
28				woodstoves or (2) fireplace
29				inserts certified by the U.S.
30				Environmental Protection
31				Agency as clean burning
32				appliances to improve air quality
33				and public health?
34	[ ] Yes	[ ] No	[] Don't know	D. Is the property located within a
35				city, county, or district or within a
36				department of natural resources fire
37				protection zone that provides fire
38				protection services?

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1	[ ] Yes	[ ] No	[] Don't know	E. Is the property equipped with
2				carbon monoxide alarms?
3				(Note: Pursuant to RCW 19.27.530,
4				seller must equip the residence with
5				carbon monoxide alarms as required
6				by the state building code.)
7	[ ] Yes	[ ] No	[] Don't know	F. Is the property equipped with
8				smoke ((alarms)) detection devices?
9				(Note: Pursuant to RCW 43.44.110, if
10				the property is not equipped with at
11				least one smoke detection device, at
12				least one must be provided by the
13				seller.)
14				6. HOMEOWNERS'
15				ASSOCIATION/COMMON
16				INTERESTS
17	[ ] Yes	[ ] No	[] Don't know	A. Is there a Homeowners'
18				Association? Name of Association and
19				contact information for an officer,
20				director, employee, or other authorized
21				agent, if any, who may provide the
22				association's financial statements,
23				minutes, bylaws, fining policy, and
24				other information that is not publicly
25				available:
26	[ ] Yes	[ ] No	[] Don't know	B. Are there regular periodic
27				assessments:
28				\$ per [ ] Month [ ] Year
29				[] Other
30	[] Yes	[] No	[] Don't know	*C. Are there any pending special
31				assessments?
32	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
33				areas" or any joint maintenance
34				agreements (facilities such as walls,
35				fences, landscaping, pools, tennis
36				courts, walkways, or other areas co-
37				owned in undivided interest with
38				others)?

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1				7. ENVIRONMENTAL
2	[ ] Yes	[] No	[] Don't know	*A. Have there been any flooding,
3				standing water, or drainage problems
4				on the property that affect the property
5				or access to the property?
6	[ ] Yes	[] No	[] Don't know	*B. Does any part of the property
7				contain fill dirt, waste, or other fill
8				material?
9	[ ] Yes	[] No	[] Don't know	*C. Is there any material damage to
10				the property from fire, wind, floods,
11				beach movements, earthquake,
12				expansive soils, or landslides?
13	[ ] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
14				floodplains, or critical areas on the
15				property?
16	[ ] Yes	[] No	[] Don't know	*E. Are there any substances,
17				materials, or products in or on the
18				property that may be environmental
19				concerns, such as asbestos,
20				formaldehyde, radon gas, lead-based
21				paint, fuel or chemical storage tanks,
22				or contaminated soil or water?
23	[ ] Yes	[] No	[] Don't know	*F. Has the property been used for
24				commercial or industrial purposes?
25	[ ] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
26				contamination?
27	[ ] Yes	[] No	[] Don't know	*H. Are there transmission poles or
28				other electrical utility equipment
29				installed, maintained, or buried on the
30				property that do not provide utility
31				service to the structures on the
32				property?
33	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
34				legal or illegal dumping site?
35	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
36				illegal drug manufacturing site?

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1	[ ] Yes	[ ] No	[] Don't know	*K. Are there any radio towers in the
2				area that cause interference with
3				cellular telephone reception?
4				8. MANUFACTURED AND
5				MOBILE HOMES
6				If the property includes a
7				manufactured or mobile home,
8	[ ] Yes	[] No	[] Don't know	*A. Did you make any alterations to
9				the home? If yes, please describe the
10				alterations:
11	[ ] Yes	[] No	[] Don't know	*B. Did any previous owner make any
12				alterations to the home?
13	[ ] Yes	[ ] No	[] Don't know	*C. If alterations were made, were
14				permits or variances for these
15				alterations obtained?
16				9. FULL DISCLOSURE BY
17				SELLERS
18				A. Other conditions or defects:
19	[ ] Yes	[ ] No	[] Don't know	*Are there any other existing material
20				defects affecting the property that a
21				prospective buyer should know about?
22				B. Verification:
23				The foregoing answers and attached
24				explanations (if any) are complete and
25				correct to the best of my/our
26				knowledge and I/we have received a
27				copy hereof. I/we authorize all of
28				my/our real estate licensees, if any, to
29				deliver a copy of this disclosure
30				statement to other real estate licensees
31				and all prospective buyers of the
32				property.
33	DATE		SELLER	SELLER
34			NOTICE TO	THE BUYER

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1	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY				
2	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS				
3	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN				
4	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE				
5	OF REGISTERED SEX OFFENDERS.				
6	II. BUYER'S ACKNOWLEDGMENT				
7	A. Buyer hereby acknowledges that: Buyer has a duty to pay				
8	diligent attention to any material defects that are known to				
9	Buyer or can be known to Buyer by utilizing diligent				
10	attention and observation.				
11	B. The disclosures set forth in this statement and in any				
12	amendments to this statement are made only by the Seller				
13	and not by any real estate licensee or other party.				
14	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),				
15	real estate licensees are not liable for inaccurate				
16	information provided by Seller, except to the extent that				
17	real estate licensees know of such inaccurate information.				
18	D. This information is for disclosure only and is not intended				
19	to be a part of the written agreement between the Buyer				
20	and Seller.				
21	E. Buyer (which term includes all persons signing the				
22	"Buyer's acceptance" portion of this disclosure statement				
23	below) has received a copy of this Disclosure Statement				
24	(including attachments, if any) bearing Seller's signature.				
25	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY				
26	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME				
27	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER				
28	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM				
29	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT				
30	TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN				
31	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE				
32	THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE				
33	AGREEMENT.				
34	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE				
35	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE				
36	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER				
37	PARTY.				
38	DATE BUYER BUYER				

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(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.
- NEW SECTION. Sec. 4. A new section is added to chapter 48.19
  RCW to read as follows:
  - (1) In making rates for the insurance coverage for dwelling units, insurers shall consider the benefits of fire alarms in their rate making. If the insurer determines a separate fire alarm factor is valid, then an exhibit supporting these changes and any credits or discounts resulting from any such changes must be included in the initial filing supporting such change. An insurer need not file any exhibits or offer any related discounts if it determines that there is no material anticipated change in losses due to the use of such equipment or if any potential discount is not actuarially supported.
  - (2) The commissioner shall report to the appropriate committees of the legislature on any credits or discounts provided on insurance premiums for fire alarms installed in dwelling units. By December 31, 2020, and in compliance with RCW 43.01.036, the commissioner must submit a report to the appropriate committees of the legislature that details the use of discounts prior to and after the effective date of this section, and the type of fire alarm or smoke detection device qualifying for a credit or discount.
- 32 (3) For the purposes of this section, "dwelling unit" means a 33 residential dwelling of any type, including a single-family 34 residence, apartment, condominium, or cooperative unit.
- 35 (4) This section applies to rate filings for coverage for 36 dwelling units filed on or after January 1, 2020.

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- NEW SECTION. Sec. 5. This act shall be known and cited as the Greg "Gibby" Gibson home fire safety act.
- 3 <u>NEW SECTION.</u> **Sec. 6.** Section 3 of this act is effective for 4 real estate transactions entered into on or after January 1, 2020.
- NEW SECTION. Sec. 7. Section 1 of this act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 2019.

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