

Seller's Disclosure Form, aka Form 17

The Washington State Legislature has required for a real estate deal between a buyer and seller to be enforceable the seller must disclose to the buyer the faults and condition of the property. RCW 64.06

Buyers

The legislature says you can rely on this form. **But you can not.** It exists to stop sellers from purposely hiding flaws from you. Well meaning sellers neither notice nor remember some of the flaws of their houses. Buyer's should acknowledge that they have received the form, read it carefully, save it, forget about it and get a building inspection.

There once was a question on this form about industrial noise. I asked what I would consider a thoughtful man if there were any noise issues. His home was located 1500 yards from where the Boeing Company fired up the engines on a new plane. "No, no noise issues," he said. Twice a day it sounded like there was an Indie car revving up in his driveway and he didn't even notice it.

Sellers

Pay attention when you fill out this form. It is five pages of tedious small type. The legal weight of this form survives closing. Disclose what you know is wrong. Most buyers do not expect a resale property to be without fault, but they are entitled to rely on the completeness of this form.

Use the white space in the form to expand on answers that are not exactly yes's and no's.

This form has so much weight, attorneys advise brokers to never help a seller fill out this form because then we be can be parties to a perceived deceit. Losing a buyer because of what you disclose here is far better than a lawsuit.

Form 17
Seller Disclosure Statement
Rev. 7/11
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SELLER DISCLOSURE STATEMENT † IMPROVED PROPERTY

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SELLER: _____

† To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 and Section 43.22.432 for further explanations.

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 write "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.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|----|
| A. Do you have legal authority to sell the property? If no, please explain. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 38 |
| *B. Is title to the property subject to any of the following? | | | | 39 |
| (1) First right of refusal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40 |
| (2) Option | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 41 |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42 |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44 |
| *D. Is there a private road or easement agreement for access to the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45 |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46 |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 47 |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48 |
| *H. Are there any pending or existing assessments against the property?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 49 |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50 |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 51 |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 |



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