

House Bill 2090

Ordered printed by the Speaker pursuant to House Rule 12.00A (5). Pre-session filed (at the request of Governor John A. Kitzhaber for Department of Consumer and Business Services)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Prohibits supervising, directing or performing installation, alteration or repair of elevator in manner that results in elevator failing to meet minimum safety standards. Prohibits unauthorized tampering with indicia of elevator inspection. Makes violations subject to maximum penalty of \$100 fine, 60 days' imprisonment, or both.

Requires that residential elevator be inspected for conformance with minimum safety standards upon installation or alteration. Requires owner of one or two family dwelling equipped with elevator to have elevator inspected upon sale or other transfer of title to dwelling. Makes violations subject to maximum penalty of \$100 fine, 60 days' imprisonment, or both. Exempts residential elevators from requirements for operating permits, maintenance and periodic inspection.

Modifies list of representations in seller property disclosure statement to include elevators and other forms of lifting devices.

A BILL FOR AN ACT

1
2 Relating to lifting devices; creating new provisions; and amending ORS 105.464, 460.005, 460.035 and
3 460.165.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. Sections 2, 4 and 7 of this 2011 Act are added to and made a part of ORS**
6 **460.005 to 460.175.**

7 **SECTION 2. A person may not:**

8 (1) **Supervise, direct or perform the installation, alteration or repair of an elevator in a**
9 **manner that results in the elevator failing to meet minimum safety standards.**

10 (2) **Except as provided in this subsection, without authorization from the Department of**
11 **Consumer and Business Services, remove, transfer, alter or otherwise tamper with an ele-**
12 **vator inspection permit, label, tag or other indicia of inspection placed at an elevator in-**
13 **spection site or placed on elevator equipment. The owner of the property on which an**
14 **elevator is installed may remove the construction-use provisional permit, label, tag or other**
15 **indicia if:**

16 (a) **All required inspections of the installation have been performed;**

17 (b) **The installation is in conformance with the elevator code; and**

18 (c) **The inspector of the elevator has given final approval of the installation.**

19 **SECTION 3. ORS 460.005 is amended to read:**

20 460.005. As used in ORS 460.005 to 460.175, unless the context requires otherwise:

21 (1) "Alteration" means a change or addition to equipment, other than the ordinary repair or
22 replacement of an existing part of the equipment.

23 (2) "Certified elevator inspector" means an employee or representative of a casualty insurance
24 company or companies who has passed the required examination and has been issued a certificate
25 of competency as an elevator inspector by the Department of Consumer and Business Services.

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 (3) "Elevator" means a hoisting and lowering mechanism equipped with a car or platform that
 2 moves in guides, and that serves two or more landings, and includes but is not limited to
 3 dumbwaiters, escalators, manlifts, platform hoists, vertical parking units for motor vehicles and
 4 moving walks.

5 (4) "Elevator contractor license" means an authorization issued by the department under ORS
 6 460.005 to 460.175 for the licensee to engage in the business of installing, altering, repairing and
 7 maintaining elevators.

8 (5) "Installation permit" means a permit issued by the department for the installation, alteration
 9 or repair of an elevator.

10 (6) "Minimum safety standards" means safety standards provided by ORS 460.005 to 460.175 or
 11 by rules adopted under ORS 460.005 to 460.175.

12 (7) "Moving walk" means a power-driven, horizontal or inclined, or combination, passenger-
 13 carrying device, in which the passenger-carrying surface remains parallel to its direction of motion,
 14 and is uninterrupted.

15 (8) "Operating permit" means a permit issued by the department for the operation of an elevator.

16 (9) "Platform hoist" means a hoisting and lowering mechanism equipped with an open platform
 17 that moves in a substantially vertical direction and that travels a limited distance above or below
 18 a building floor or dock level.

19 (10) "Provisional operating permit" means a permit issued by the department on the basis of a
 20 variance from the minimum safety standards under ORS 460.005 to 460.175.

21 **(11) "Residential elevator" means an elevator located in a one or two family dwelling.**

22 [(11)] (12) "Temporary operation authorization" means an authorization issued by the depart-
 23 ment to operate an elevator for a specified period pending the issuance of an operating permit.

24 **SECTION 4. (1) The owner of a one or two family dwelling that has an elevator shall have**
 25 **the elevator inspected by a certified elevator inspector or the Department of Consumer and**
 26 **Business Services upon installation of the elevator and following any alteration of the ele-**
 27 **vator. If the elevator does not meet minimum safety standards, the owner shall have any**
 28 **necessary repairs or alterations performed and the elevator reinspected before the elevator**
 29 **is placed into service or operated.**

30 **(2) Notwithstanding ORS 460.045 and 460.055, a residential elevator may be placed into**
 31 **service and operated without an operating permit or temporary operation authorization.**
 32 **Notwithstanding ORS 460.085, the Director of the Department of Consumer and Business**
 33 **Services may not impose a safety standard that imposes a maintenance requirement for a**
 34 **residential elevator. Notwithstanding ORS 460.125, a residential elevator is not subject to**
 35 **periodic inspection.**

36 **SECTION 5.** ORS 460.035 is amended to read:

37 460.035. (1) Fees are not required under ORS 460.005 to 460.175 to install, alter, repair, operate
 38 or maintain an elevator:

39 (a) Under the supervision of the United States Government[.]; **or**

40 (b) That is a nonpower-driven lifting device.

41 [(c) Located in a private residence, except for initial installation.]

42 **(2) Fees are not required under ORS 460.005 to 460.175 to operate or maintain a residen-**
 43 **tial elevator.**

44 [(2)] (3) The owner or user of an elevator described in subsection (1) **or** (2) of this section may
 45 request that the Department of Consumer and Business Services inspect the elevator. If the de-

1 partment performs [*the*] **an** inspection **under this subsection**, [*the department*,] notwithstanding
 2 [*subsection (1)*] **subsections (1) and (2)** of this section, **the department** may collect the appropriate
 3 fee for performing the inspection.

4 [(3)] (4) Pipes installed in an elevator hoistway prior to July 1, 1961, that do not convey gases
 5 or liquids that would endanger life if discharged into the hoistway need not be removed.

6 [(4)] (5) ORS 460.005 to 460.175 do not apply to:

7 (a) Belt, bucket, scoop, roller or similar type material conveyors.

8 (b) Hoists for raising or lowering materials and that are provided with unguided hooks, slings
 9 and similar means for attachment to the materials.

10 (c) Material hoists used only to raise and lower building material in buildings under con-
 11 struction.

12 (d) Stackers that serve one floor only.

13 (e) Window-washing scaffolds.

14 (f) Nonpower-driven lifting devices.

15 (g) Amusement rides.

16 (h) Mine elevators.

17 (i) Elevators under the supervision of the United States Government.

18 [(j) *Elevators located in private residences, except for initial installation permits and installation*
 19 *inspections.*]

20 [(k)] (j) Other elevators and equipment as provided by the department by rule.

21 **SECTION 6.** ORS 460.165 is amended to read:

22 460.165. (1) Subject to ORS 460.035 (1) **and (2)** and 460.085 (1), the Department of Consumer and
 23 Business Services may collect the following fees:

24 (a) For each year of an elevator contractor's license for each place of business operated by the
 25 applicant, \$195.

26 (b) For the submission of plans and other pertinent data when required, for each elevator, \$78.

27 (c) For each year of an inspection period for an operating permit:

28 (A) A dumbwaiter, sidewalk elevator, residential elevator, residential inclinor or subveyor,
 29 \$60.

30 (B) An escalator, lowerator, manlift, stagelift, inclined elevator, platform hoist or moving walk,
 31 \$98.

32 (C) A power-driven elevator with a four floor rise or under, \$88.

33 (D) A power-driven elevator with over a four floor rise, but under a 10-floor rise, \$108.

34 (E) A power-driven elevator with a 10-floor rise or over, but under a 20-floor rise, \$134.

35 (F) A power-driven elevator with a 20-floor rise or over, \$157.

36 (d) For a reinspection, \$75.

37 (e) For special inspections of hoisting or lowering mechanisms other than elevators, or for in-
 38 spections, testing, consultations, site visits or other services for which no fee is otherwise specified,
 39 \$75 per hour for travel and inspection time.

40 (f) For an elevator installation permit, if the total cost of the installation or alteration is:

41 (A) \$1,000 or under, \$98.

42 (B) Over \$1,000 but under \$15,000, \$98 plus \$13 for each \$1,000 or fraction of \$1,000 by which
 43 the cost exceeds \$1,000.

44 (C) \$15,000 or over but under \$50,000, \$280 plus \$8 for each \$1,000 or fraction of \$1,000 by which
 45 the cost exceeds \$15,000.

1 (D) \$50,000 or over, \$553 plus \$3 for each \$1,000 or fraction of \$1,000 by which the cost exceeds
2 \$50,000.

3 (2) If an owner or user of any elevator equipment fails to pay a fee required under this section
4 within 90 days after the billing date, the department may consider the fee delinquent and double the
5 amount of the fee.

6 **SECTION 7. (1) Except as provided in subsection (2) of this section, the owner of a one
7 or two family dwelling equipped with an elevator shall have the elevator inspected by a cer-
8 tified elevator inspector or the Department of Consumer and Business Services prior to en-
9 tering into an agreement for the sale or other transfer of title to the dwelling. The owner
10 of the dwelling shall provide a copy of the inspection report to at least one purchaser or
11 transferee of the dwelling no later than the time that the owner agrees to sell or otherwise
12 transfer title to the dwelling to the purchaser or transferee.**

13 (2) This section does not require the owner of a dwelling to have a residential elevator
14 inspected if:

15 (a) The elevator has been inspected no more than 12 months preceding the agreement to
16 sell or otherwise transfer title to the dwelling;

17 (b) The same person is both an owner of the dwelling and a buyer or transferee of the
18 dwelling;

19 (c) Title to the dwelling transfers without voluntary action of the owner, including but
20 not limited to transfer by foreclosure or condemnation;

21 (d) Title to the dwelling transfers by a judgment of marital annulment, dissolution or
22 separation; or

23 (e) Title to the dwelling transfers by testamentary disposition or intestate succession.

24 **SECTION 8.** ORS 105.464 is amended to read:

25 105.464. A seller’s property disclosure statement must be in substantially the following form:
26 _____
27

28 If required under ORS 105.465, a seller shall deliver in substantially the following form the
29 seller’s property disclosure statement to each buyer who makes a written offer to purchase
30 real property in this state:
31 _____
32

33 **INSTRUCTIONS TO THE SELLER**

34
35 Please complete the following form. Do not leave any spaces blank. Please refer to the line
36 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-
37 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page
38 of this disclosure statement and each attachment.
39

40 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer
41 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the
42 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
43 section(s) of the form that apply to the transaction for which the form is used. If you are claiming
44 an exclusion under ORS 105.470, fill out only Section 1.
45

1 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-
2 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer
3 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences
4 of the seller's choice should be directed to a qualified attorney.

5 _____
6
7 **(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION**
8 **UNDER ORS 105.470)**

9
10 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

11
12 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not
13 claiming an exclusion, you must fill out Section 2 of this form completely.

14
15 Initial only the exclusion you wish to claim.

16
17 _____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed
18 under building or installation permit(s) #_____, issued by _____.

19
20 _____ This sale is by a financial institution that acquired the property as custodian, agent or
21 trustee, or by foreclosure or deed in lieu of foreclosure.

22
23 _____ The seller is a court appointed receiver, personal representative, trustee, conservator or
24 guardian.

25
26 _____ This sale or transfer is by a governmental agency.

27
28 _____
29 Signature(s) of Seller claiming exclusion
30 Date _____

31
32 _____
33 Buyer(s) to acknowledge Seller's claim
34 Date _____

35 _____
36
37
38 **(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SEC-**
39 **TION.)**

40
41 **Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT**

42
43 **(NOT A WARRANTY)**
44 **(ORS 105.464)**

1 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE
2 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED
3 AT _____ (“THE PROPERTY”).

4
5 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS
6 OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE.
7 BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE
8 STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED
9 WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S
10 DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTER-
11 ING INTO A SALE AGREEMENT.

12
13 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
14 PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED
15 SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF INCLUDING, FOR EXAM-
16 PLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS,
17 ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CER-
18 TIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

19
20 Seller _____ is/ _____ is not occupying the property.

21
22 I. SELLER’S REPRESENTATIONS:

23
24 The following are representations made by the seller and are not the representations of any finan-
25 cial institution that may have made or may make a loan pertaining to the property, or that may
26 have or take a security interest in the property, or any real estate licensee engaged by the seller
27 or the buyer.

28
29 *If you mark yes on items with *, attach a copy or explain on an attached sheet.

30
31 1. TITLE

32 A. Do you have legal authority to sell the property? []Yes []No []Unknown

33 *B. Is title to the property subject to any of the
34 following: []Yes []No []Unknown

35 (1) First right of refusal

36 (2) Option

37 (3) Lease or rental agreement

38 (4) Other listing

39 (5) Life estate?

40 *C. Is the property being transferred an
41 unlawfully established unit of land? []Yes []No []Unknown

42 *D. Are there any encroachments, boundary
43 agreements, boundary disputes or recent
44 boundary changes? []Yes []No []Unknown

45 *E. Are there any rights of way, easements,

- 1 licenses, access limitations or claims that
- 2 may affect your interest in the property? []Yes []No []Unknown
- 3 *F. Are there any agreements for joint
- 4 maintenance of an easement or right of way? []Yes []No []Unknown
- 5 *G. Are there any governmental studies, designations,
- 6 zoning overlays, surveys or notices that would
- 7 affect the property? []Yes []No []Unknown
- 8 *H. Are there any pending or existing governmental
- 9 assessments against the property? []Yes []No []Unknown
- 10 *I. Are there any zoning violations or
- 11 nonconforming uses? []Yes []No []Unknown
- 12 *J. Is there a boundary survey for the
- 13 property? []Yes []No []Unknown
- 14 *K. Are there any covenants, conditions,
- 15 restrictions or private assessments that
- 16 affect the property? []Yes []No []Unknown
- 17 *L. Is the property subject to any special tax
- 18 assessment or tax treatment that may result
- 19 in levy of additional taxes if the property
- 20 is sold? []Yes []No []Unknown

21

22 2. WATER

23 A. Household water

24 (1) The source of the water is (check ALL that apply):

- 25 []Public []Community []Private
- 26 []Other _____

27 (2) Water source information:

- 28 *a. Does the water source require a water permit? []Yes []No []Unknown
- 29 If yes, do you have a permit? []Yes []No
- 30 b. Is the water source located on the property? []Yes []No []Unknown
- 31 *If not, are there any written agreements for
- 32 a shared water source? []Yes []No []Unknown []NA
- 33 *c. Is there an easement (recorded or unrecorded)
- 34 for your access to or maintenance of the water
- 35 source? []Yes []No []Unknown
- 36 d. If the source of water is from a well or spring,
- 37 have you had any of the following in the past
- 38 12 months? []Flow test []Bacteria test
- 39 []Chemical contents test []Yes []No []Unknown []NA
- 40 *e. Are there any water source plumbing problems
- 41 or needed repairs? []Yes []No []Unknown
- 42 (3) Are there any water treatment systems for
- 43 the property? []Yes []No []Unknown
- 44 []Leased []Owned

45 B. Irrigation

- 1 (1) Are there any water rights or other
2 irrigation rights for the property?]Yes]No]Unknown
- 3 *(2) If any exist, has the irrigation water been
4 used during the last five-year period?]Yes]No]Unknown]NA
- 5 *(3) Is there a water rights certificate or other
6 written evidence available?]Yes]No]Unknown]NA
- 7 C. Outdoor sprinkler system
- 8 (1) Is there an outdoor sprinkler system for the
9 property?]Yes]No]Unknown
- 10 (2) Has a back flow valve been installed?]Yes]No]Unknown]NA
- 11 (3) Is the outdoor sprinkler system operable?]Yes]No]Unknown]NA
- 12
- 13 3. SEWAGE SYSTEM
- 14 A. Is the property connected to a public or
15 community sewage system?]Yes]No]Unknown
- 16 B. Are there any new public or community sewage
17 systems proposed for the property?]Yes]No]Unknown
- 18 C. Is the property connected to an on-site septic
19 system?]Yes]No]Unknown
- 20 If yes, was it installed by permit?]Yes]No]Unknown]NA
- 21 *Has the system been repaired or altered?]Yes]No]Unknown
- 22 Has the condition of the system been
23 evaluated and a report issued?]Yes]No]Unknown
- 24 Has it ever been pumped?]Yes]No]Unknown]NA
- 25 If yes, when? _____
- 26 *D. Are there any sewage system problems or
27 needed repairs?]Yes]No]Unknown
- 28 E. Does your sewage system require on-site
29 pumping to another level?]Yes]No]Unknown
- 30
- 31 4. DWELLING INSULATION
- 32 A. Is there insulation in the:
- 33 (1) Ceiling?]Yes]No]Unknown
- 34 (2) Exterior walls?]Yes]No]Unknown
- 35 (3) Floors?]Yes]No]Unknown
- 36 B. Are there any defective insulated doors or
37 windows?]Yes]No]Unknown
- 38
- 39 5. DWELLING STRUCTURE
- 40 *A. Has the roof leaked?]Yes]No]Unknown
- 41 If yes, has it been repaired?]Yes]No]Unknown]NA
- 42 B. Are there any additions, conversions or
43 remodeling?]Yes]No]Unknown
- 44 If yes, was a building permit required?]Yes]No]Unknown]NA
- 45 If yes, was a building permit obtained?]Yes]No]Unknown]NA

- 1 If yes, was final inspection obtained? []Yes []No []Unknown []NA
- 2 C. Are there smoke alarms or detectors? []Yes []No []Unknown
- 3 D. Is there a woodstove or fireplace
- 4 insert included in the sale? []Yes []No []Unknown
- 5 *If yes, what is the make? _____
- 6 *If yes, was it installed with a permit? []Yes []No []Unknown
- 7 *If yes, is a certification label issued by the
- 8 United States Environmental Protection Agency
- 9 (EPA) or the Department of Environmental
- 10 Quality (DEQ) affixed to it? []Yes []No []Unknown
- 11 *E. Has pest and dry rot, structural or
- 12 “whole house” inspection been done
- 13 within the last three years? []Yes []No []Unknown
- 14 *F. Are there any moisture problems, areas of water
- 15 penetration, mildew odors or other moisture
- 16 conditions (especially in the basement)? []Yes []No []Unknown
- 17 *If yes, explain on attached sheet the frequency
- 18 and extent of problem and any insurance claims,
- 19 repairs or remediation done.
- 20 G. Is there a sump pump on the property? []Yes []No []Unknown
- 21 H. Are there any materials used in the
- 22 construction of the structure that are or
- 23 have been the subject of a recall, class
- 24 action suit, settlement or litigation? []Yes []No []Unknown
- 25 If yes, what are the materials? _____
- 26 (1) Are there problems with the materials? []Yes []No []Unknown []NA
- 27 (2) Are the materials covered by a warranty? []Yes []No []Unknown []NA
- 28 (3) Have the materials been inspected? []Yes []No []Unknown []NA
- 29 (4) Have there ever been claims filed for these
- 30 materials by you or by previous owners? []Yes []No []Unknown []NA
- 31 If yes, when? _____
- 32 (5) Was money received? []Yes []No []Unknown []NA
- 33 (6) Were any of the materials repaired or
- 34 replaced? []Yes []No []Unknown []NA
- 35
- 36 6. DWELLING SYSTEMS AND FIXTURES
- 37 If the following systems or fixtures are included
- 38 in the purchase price, are they in good working
- 39 order on the date this form is signed?
- 40 A. Electrical system, including wiring, switches,
- 41 outlets and service []Yes []No []Unknown
- 42 B. Plumbing system, including pipes, faucets,
- 43 fixtures and toilets []Yes []No []Unknown
- 44 C. Water heater tank []Yes []No []Unknown
- 45 D. Garbage disposal []Yes []No []Unknown []NA

- 1 E. Built-in range and oven]Yes]No]Unknown]NA
- 2 F. Built-in dishwasher]Yes]No]Unknown]NA
- 3 G. Sump pump]Yes]No]Unknown]NA
- 4 H. Heating and cooling systems]Yes]No]Unknown]NA
- 5 I. Security system]Owned]Leased]Yes]No]Unknown]NA
- 6 J. **Elevator, dumbwaiter, chairlift,**
- 7 **wheelchair lift or inclined wheelchair lift**]Yes]No]Unknown]NA
- 8 K. Are there any materials or products used in
- 9 the systems and fixtures that are or have
- 10 been the subject of a recall, class action
- 11 settlement or other litigations?]Yes]No]Unknown
- 12 If yes, what product? _____
- 13 (1) Are there problems with the product?]Yes]No]Unknown
- 14 (2) Is the product covered by a warranty?]Yes]No]Unknown
- 15 (3) Has the product been inspected?]Yes]No]Unknown
- 16 (4) Have claims been filed for this product
- 17 by you or by previous owners?]Yes]No]Unknown
- 18 If yes, when? _____
- 19 (5) Was money received?]Yes]No]Unknown
- 20 (6) Were any of the materials or products repaired
- 21 or replaced?]Yes]No]Unknown
- 22
- 23 7. COMMON INTEREST
- 24 A. Is there a Home Owners' Association
- 25 or other governing entity?]Yes]No]Unknown
- 26 Name of Association or Other Governing
- 27 Entity _____
- 28 Contact Person _____
- 29 Address _____
- 30 Phone Number _____
- 31 B. Regular periodic assessments: \$_____
- 32 per]Month]Year]Other _____
- 33 *C. Are there any pending or proposed special
- 34 assessments?]Yes]No]Unknown
- 35 D. Are there shared "common areas" or joint
- 36 maintenance agreements for facilities like
- 37 walls, fences, pools, tennis courts, walkways
- 38 or other areas co-owned in undivided interest
- 39 with others?]Yes]No]Unknown
- 40 E. Is the Home Owners' Association or other
- 41 governing entity a party to pending litigation
- 42 or subject to an unsatisfied judgment?]Yes]No]Unknown]NA
- 43 F. Is the property in violation of recorded
- 44 covenants, conditions and restrictions or in
- 45 violation of other bylaws or governing rules,

1 whether recorded or not? []Yes []No []Unknown []NA

2

3 8. GENERAL

4 A. Are there problems with settling, soil,
5 standing water or drainage on the property
6 or in the immediate area? []Yes []No []Unknown

7 B. Does the property contain fill? []Yes []No []Unknown

8 C. Is there any material damage to the property or
9 any of the structure(s) from fire, wind, floods,
10 beach movements, earthquake, expansive soils
11 or landslides? []Yes []No []Unknown

12 D. Is the property in a designated floodplain? []Yes []No []Unknown

13 E. Is the property in a designated slide or other
14 geologic hazard zone? []Yes []No []Unknown

15 *F. Has any portion of the property been tested
16 or treated for asbestos, formaldehyde, radon
17 gas, lead-based paint, mold, fuel or chemical
18 storage tanks or contaminated soil or water? []Yes []No []Unknown

19 G. Are there any tanks or underground storage
20 tanks (e.g., septic, chemical, fuel, etc.)
21 on the property? []Yes []No []Unknown

22 H. Has the property ever been used as an illegal
23 drug manufacturing or distribution site? []Yes []No []Unknown
24 *If yes, was a Certificate of Fitness issued? []Yes []No []Unknown

25 *I. Has the property been classified as
26 forestland-urban interface? []Yes []No []Unknown

27

28 9. FULL DISCLOSURE BY SELLERS

29 *A. Are there any other material defects affecting
30 this property or its value that a prospective
31 buyer should know about? []Yes []No

32 *If yes, describe the defect on attached sheet and
33 explain the frequency and extent of the problem
34 and any insurance claims, repairs or remediation.

35 B. Verification:

36 The foregoing answers and attached explanations (if any) are complete and correct to
37 the best of my/our knowledge and I/we have received a copy of this disclosure statement.
38 I/we authorize my/our agents to deliver a copy of this disclosure statement to all
39 prospective buyers of the property or their agents.

40

41 Seller(s) signature:

42

43 SELLER _____ DATE _____

44

45 SELLER _____ DATE _____

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II. BUYER'S ACKNOWLEDGMENT

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.

B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.

C. Buyer (which term includes all persons signing the "buyer's acknowledgment" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature(s).

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.

BUYER _____ DATE _____

BUYER _____ DATE _____

Agent receiving disclosure statement on buyer's behalf to sign and date:

_____ Real Estate Licensee

_____ Real Estate Firm

Date received by agent _____

1 **SECTION 9.** ORS 105.464, as amended by section 14a, chapter 591, Oregon Laws 2009, is
2 amended to read:

3 105.464. A seller’s property disclosure statement must be in substantially the following form:
4 _____
5
6

7 If required under ORS 105.465, a seller shall deliver in substantially the following form the seller’s
8 property disclosure statement to each buyer who makes a written offer to purchase real property
9 in this state:
10 _____
11
12

13 **INSTRUCTIONS TO THE SELLER**

14
15 Please complete the following form. Do not leave any spaces blank. Please refer to the line
16 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-
17 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page
18 of this disclosure statement and each attachment.
19

20 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer
21 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the
22 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
23 section(s) of the form that apply to the transaction for which the form is used. If you are claiming
24 an exclusion under ORS 105.470, fill out only Section 1.
25

26 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-
27 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer
28 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences
29 of the seller’s choice should be directed to a qualified attorney.
30 _____
31

32 **(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION**
33 **UNDER ORS 105.470)**

34
35 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**
36

37 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not
38 claiming an exclusion, you must fill out Section 2 of this form completely.
39

40 Initial only the exclusion you wish to claim.

41
42 _____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed
43 under building or installation permit(s) #_____, issued by _____.
44

45 _____ This sale is by a financial institution that acquired the property as custodian, agent or

1 trustee, or by foreclosure or deed in lieu of foreclosure.

2
3 _____ The seller is a court appointed receiver, personal representative, trustee, conservator or
4 guardian.

5
6 _____ This sale or transfer is by a governmental agency.

7
8 _____
9 Signature(s) of Seller claiming exclusion
10 Date _____

11
12 _____
13 Buyer(s) to acknowledge Seller's claim
14 Date _____

15 _____
16
17
18 (IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SEC-
19 TION.)

20
21 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

22
23 (NOT A WARRANTY)
24 (ORS 105.464)

25
26 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE
27 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED
28 AT _____ ("THE PROPERTY").

29
30 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS
31 OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE.
32 BUYER HAS FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
33 STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED
34 WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S
35 DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTER-
36 ING INTO A SALE AGREEMENT.

37
38 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
39 PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED
40 SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAM-
41 PLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS,
42 ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CER-
43 TIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

44
45 Seller _____ is/ _____ is not occupying the property.

1 I. SELLER'S REPRESENTATIONS:

2
 3 The following are representations made by the seller and are not the representations of any finan-
 4 cial institution that may have made or may make a loan pertaining to the property, or that may
 5 have or take a security interest in the property, or any real estate licensee engaged by the seller
 6 or the buyer.

7
 8 *If you mark yes on items with *, attach a copy or explain on an attached sheet.

9
 10 1. TITLE

11 A. Do you have legal authority to sell the property? []Yes []No []Unknown

12 *B. Is title to the property subject to any of the
 13 following: []Yes []No []Unknown

14 (1) First right of refusal

15 (2) Option

16 (3) Lease or rental agreement

17 (4) Other listing

18 (5) Life estate?

19 *C. Is the property being transferred an
 20 unlawfully established unit of land? []Yes []No []Unknown

21 *D. Are there any encroachments, boundary
 22 agreements, boundary disputes or recent
 23 boundary changes? []Yes []No []Unknown

24 *E. Are there any rights of way, easements,
 25 licenses, access limitations or claims that
 26 may affect your interest in the property? []Yes []No []Unknown

27 *F. Are there any agreements for joint
 28 maintenance of an easement or right of way? []Yes []No []Unknown

29 *G. Are there any governmental studies, designations,
 30 zoning overlays, surveys or notices that would
 31 affect the property? []Yes []No []Unknown

32 *H. Are there any pending or existing governmental
 33 assessments against the property? []Yes []No []Unknown

34 *I. Are there any zoning violations or
 35 nonconforming uses? []Yes []No []Unknown

36 *J. Is there a boundary survey for the
 37 property? []Yes []No []Unknown

38 *K. Are there any covenants, conditions,
 39 restrictions or private assessments that
 40 affect the property? []Yes []No []Unknown

41 *L. Is the property subject to any special tax
 42 assessment or tax treatment that may result
 43 in levy of additional taxes if the property
 44 is sold? []Yes []No []Unknown

- 1 2. WATER
- 2 A. Household water
- 3 (1) The source of the water is (check ALL that apply):
- 4 []Public []Community []Private
- 5 []Other _____
- 6 (2) Water source information:
- 7 *a. Does the water source require a water permit? []Yes []No []Unknown
- 8 If yes, do you have a permit? []Yes []No
- 9 b. Is the water source located on the property? []Yes []No []Unknown
- 10 *If not, are there any written agreements for
- 11 a shared water source? []Yes []No []Unknown []NA
- 12 *c. Is there an easement (recorded or unrecorded)
- 13 for your access to or maintenance of the water
- 14 source? []Yes []No []Unknown
- 15 d. If the source of water is from a well or spring,
- 16 have you had any of the following in the past
- 17 12 months? []Flow test []Bacteria test
- 18 []Chemical contents test []Yes []No []Unknown []NA
- 19 *e. Are there any water source plumbing problems
- 20 or needed repairs? []Yes []No []Unknown
- 21 (3) Are there any water treatment systems for
- 22 the property? []Yes []No []Unknown
- 23 []Leased []Owned
- 24 B. Irrigation
- 25 (1) Are there any [] water rights or [] other
- 26 irrigation rights for the property? []Yes []No []Unknown
- 27 *(2) If any exist, has the irrigation water been
- 28 used during the last five-year period? []Yes []No []Unknown []NA
- 29 *(3) Is there a water rights certificate or other
- 30 written evidence available? []Yes []No []Unknown []NA
- 31 C. Outdoor sprinkler system
- 32 (1) Is there an outdoor sprinkler system for the
- 33 property? []Yes []No []Unknown
- 34 (2) Has a back flow valve been installed? []Yes []No []Unknown []NA
- 35 (3) Is the outdoor sprinkler system operable? []Yes []No []Unknown []NA
- 36
- 37 3. SEWAGE SYSTEM
- 38 A. Is the property connected to a public or
- 39 community sewage system? []Yes []No []Unknown
- 40 B. Are there any new public or community sewage
- 41 systems proposed for the property? []Yes []No []Unknown
- 42 C. Is the property connected to an on-site septic
- 43 system? []Yes []No []Unknown
- 44 If yes, was it installed by permit? []Yes []No []Unknown []NA
- 45 *Has the system been repaired or altered? []Yes []No []Unknown

- 1 Has the condition of the system been
 2 evaluated and a report issued? []Yes []No []Unknown
 3 Has it ever been pumped? []Yes []No []Unknown []NA
 4 If yes, when? _____
 5 *D. Are there any sewage system problems or
 6 needed repairs? []Yes []No []Unknown
 7 E. Does your sewage system require on-site
 8 pumping to another level? []Yes []No []Unknown
 9
 10 4. DWELLING INSULATION
 11 A. Is there insulation in the:
 12 (1) Ceiling? []Yes []No []Unknown
 13 (2) Exterior walls? []Yes []No []Unknown
 14 (3) Floors? []Yes []No []Unknown
 15 B. Are there any defective insulated doors or
 16 windows? []Yes []No []Unknown
 17
 18 5. DWELLING STRUCTURE
 19 *A. Has the roof leaked? []Yes []No []Unknown
 20 If yes, has it been repaired? []Yes []No []Unknown []NA
 21 B. Are there any additions, conversions or
 22 remodeling? []Yes []No []Unknown
 23 If yes, was a building permit required? []Yes []No []Unknown []NA
 24 If yes, was a building permit obtained? []Yes []No []Unknown []NA
 25 If yes, was final inspection obtained? []Yes []No []Unknown []NA
 26 C. Are there smoke alarms or detectors? []Yes []No []Unknown
 27 D. Are there carbon monoxide alarms? []Yes []No []Unknown
 28 E. Is there a woodstove or fireplace
 29 insert included in the sale? []Yes []No []Unknown
 30 *If yes, what is the make? _____
 31 *If yes, was it installed with a permit? []Yes []No []Unknown
 32 *If yes, is a certification label issued by the
 33 United States Environmental Protection
 34 Agency (EPA) or the Department of
 35 Environmental Quality (DEQ) affixed to it? []Yes []No []Unknown
 36 *F. Has pest and dry rot, structural or
 37 "whole house" inspection been done
 38 within the last three years? []Yes []No []Unknown
 39 *G. Are there any moisture problems, areas of water
 40 penetration, mildew odors or other moisture
 41 conditions (especially in the basement)? []Yes []No []Unknown
 42 *If yes, explain on attached sheet the frequency
 43 and extent of problem and any insurance claims,
 44 repairs or remediation done.
 45 H. Is there a sump pump on the property? []Yes []No []Unknown

- 1 I. Are there any materials used in the
 2 construction of the structure that are or
 3 have been the subject of a recall, class
 4 action suit, settlement or litigation?]Yes]No]Unknown
 5 If yes, what are the materials? _____
- 6 (1) Are there problems with the materials?]Yes]No]Unknown]NA
 7 (2) Are the materials covered by a warranty?]Yes]No]Unknown]NA
 8 (3) Have the materials been inspected?]Yes]No]Unknown]NA
 9 (4) Have there ever been claims filed for these
 10 materials by you or by previous owners?]Yes]No]Unknown]NA
 11 If yes, when? _____
- 12 (5) Was money received?]Yes]No]Unknown]NA
 13 (6) Were any of the materials repaired or
 14 replaced?]Yes]No]Unknown]NA
 15
- 16 6. DWELLING SYSTEMS AND FIXTURES
 17 If the following systems or fixtures are included
 18 in the purchase price, are they in good working
 19 order on the date this form is signed?
- 20 A. Electrical system, including wiring, switches,
 21 outlets and service]Yes]No]Unknown
 22 B. Plumbing system, including pipes, faucets,
 23 fixtures and toilets]Yes]No]Unknown
 24 C. Water heater tank]Yes]No]Unknown
 25 D. Garbage disposal]Yes]No]Unknown]NA
 26 E. Built-in range and oven]Yes]No]Unknown]NA
 27 F. Built-in dishwasher]Yes]No]Unknown]NA
 28 G. Sump pump]Yes]No]Unknown]NA
 29 H. Heating and cooling systems]Yes]No]Unknown]NA
 30 I. Security system]Owned]Leased]Yes]No]Unknown]NA
 31 J. **Elevator, dumbwaiter, chairlift,**
 32 **wheelchair lift or inclined wheelchair lift**]Yes]No]Unknown]NA
 33 K. Are there any materials or products used in
 34 the systems and fixtures that are or have
 35 been the subject of a recall, class action
 36 settlement or other litigations?]Yes]No]Unknown
 37 If yes, what product? _____
- 38 (1) Are there problems with the product?]Yes]No]Unknown
 39 (2) Is the product covered by a warranty?]Yes]No]Unknown
 40 (3) Has the product been inspected?]Yes]No]Unknown
 41 (4) Have claims been filed for this product
 42 by you or by previous owners?]Yes]No]Unknown
 43 If yes, when? _____
- 44 (5) Was money received?]Yes]No]Unknown
 45 (6) Were any of the materials or products repaired

- 1 or replaced? []Yes []No []Unknown
 2
 3 7. COMMON INTEREST
 4 A. Is there a Home Owners' Association
 5 or other governing entity? []Yes []No []Unknown
 6 Name of Association or Other Governing
 7 Entity _____
 8 Contact Person _____
 9 Address _____
 10 Phone Number _____
 11 B. Regular periodic assessments: \$_____
- 12 per []Month []Year []Other _____
- 13 *C. Are there any pending or proposed special
 14 assessments? []Yes []No []Unknown
 15 D. Are there shared 'common areas' or joint
 16 maintenance agreements for facilities like
 17 walls, fences, pools, tennis courts, walkways
 18 or other areas co-owned in undivided interest
 19 with others? []Yes []No []Unknown
 20 E. Is the Home Owners' Association or other
 21 governing entity a party to pending litigation
 22 or subject to an unsatisfied judgment? []Yes []No []Unknown []NA
 23 F. Is the property in violation of recorded
 24 covenants, conditions and restrictions or in
 25 violation of other bylaws or governing rules,
 26 whether recorded or not? []Yes []No []Unknown []NA
 27
- 28 8. GENERAL
 29 A. Are there problems with settling, soil,
 30 standing water or drainage on the property
 31 or in the immediate area? []Yes []No []Unknown
 32 B. Does the property contain fill? []Yes []No []Unknown
 33 C. Is there any material damage to the property or
 34 any of the structure(s) from fire, wind, floods,
 35 beach movements, earthquake, expansive soils
 36 or landslides? []Yes []No []Unknown
 37 D. Is the property in a designated floodplain? []Yes []No []Unknown
 38 E. Is the property in a designated slide or other
 39 geologic hazard zone? []Yes []No []Unknown
 40 *F. Has any portion of the property been tested
 41 or treated for asbestos, formaldehyde, radon
 42 gas, lead-based paint, mold, fuel or chemical
 43 storage tanks or contaminated soil or water? []Yes []No []Unknown
 44 G. Are there any tanks or underground storage
 45 tanks (e.g., septic, chemical, fuel, etc.)

- 1 on the property?]Yes]No]Unknown
- 2 H. Has the property ever been used as an illegal
- 3 drug manufacturing or distribution site?]Yes]No]Unknown
- 4 *If yes, was a Certificate of Fitness issued?]Yes]No]Unknown
- 5 *I. Has the property been classified as
- 6 forestland-urban interface?]Yes]No]Unknown

8 9. FULL DISCLOSURE BY SELLERS

- 9 *A. Are there any other material defects affecting
- 10 this property or its value that a prospective
- 11 buyer should know about?]Yes]No

12 *If yes, describe the defect on attached sheet and
13 explain the frequency and extent of the problem
14 and any insurance claims, repairs or remediation.

15 B. Verification:

16 The foregoing answers and attached explanations (if any) are complete and correct to
17 the best of my/our knowledge and I/we have received a copy of this disclosure statement.
18 I/we authorize my/our agents to deliver a copy of this disclosure statement to all
19 prospective buyers of the property or their agents.

20
21 Seller(s) signature:

22
23 SELLER _____ DATE _____
24
25 SELLER _____ DATE _____
26

27
28
29 II. BUYER'S ACKNOWLEDGMENT

30
31 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are
32 known to me/us or can be known by me/us by utilizing diligent attention and observation.

33
34 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in
35 any amendments to this statement are made only by the seller and are not the representations of
36 any financial institution that may have made or may make a loan pertaining to the property, or that
37 may have or take a security interest in the property, or of any real estate licensee engaged by the
38 seller or buyer. A financial institution or real estate licensee is not bound by and has no liability
39 with respect to any representation, misrepresentation, omission, error or inaccuracy contained in
40 another party's disclosure statement required by this section or any amendment to the disclosure
41 statement.

42
43 C. Buyer (which term includes all persons signing the 'buyer's acknowledgment' portion of this dis-
44 closure statement below) hereby acknowledges receipt of a copy of this disclosure statement (in-
45 cluding attachments, if any) bearing seller's signature(s).

1 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON
2 THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DIS-
3 CLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,
4 HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO
5 REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT
6 OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS
7 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

8
9 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY
10 DISCLOSURE STATEMENT.

11
12 BUYER _____ DATE _____

13
14 BUYER _____ DATE _____

15
16 Agent receiving disclosure statement on buyer's behalf to sign and date:

17
18 _____ Real Estate Licensee

19
20 _____ Real Estate Firm

21
22 Date received by agent _____

23
24
25 **SECTION 10. Section 7 of this 2011 Act applies to dwelling owners that, 90 or more days**
26 **after the effective date of this 2011 Act, enter into agreements to sell or otherwise transfer**
27 **title to the dwelling.**

28 **SECTION 11. The amendments to ORS 105.464 by sections 8 and 9 of this 2011 Act apply**
29 **to seller property disclosure statements that a seller of residential property delivers to a**
30 **buyer on or after the effective date of this 2011 Act.**