

# House Bill 2270

Sponsored by Representative WITT (Presession filed.)

## 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 30 days' imprisonment, \$1,250 fine, 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 30 days' imprisonment, \$1,250 fine, 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 2013 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.

26 (3) "Elevator" means a hoisting and lowering mechanism equipped with a car or platform that

**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 moves in guides, and that serves two or more landings, and includes but is not limited to  
 2 dumbwaiters, escalators, manlifts, platform hoists, vertical parking units for motor vehicles and  
 3 moving walks.

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

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

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

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

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

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

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

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

21 [(11)] (12) "Temporary operation authorization" means an authorization issued by the depart-  
 22 ment to operate an elevator for a specified period pending the issuance of an operating permit.

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

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

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

36 460.035. (1) Fees are not required under ORS 460.005 to 460.175 to install, alter, repair, operate  
 37 or maintain an elevator:

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

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

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

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

43 [(2)] (3) The owner or user of an elevator described in subsection (1) **or** (2) of this section may  
 44 request that the Department of Consumer and Business Services inspect the elevator. If the de-  
 45 partment performs [the inspection, the department, notwithstanding subsection (1) of this section,] **an**

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

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

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

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

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

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

11 (d) Stackers that serve one floor only.

12 (e) Window-washing scaffolds.

13 (f) Nonpower-driven lifting devices.

14 (g) Amusement rides.

15 (h) Mine elevators.

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

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

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

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

21 460.165. (1) Subject to ORS 460.035 (1) **and (2)** and 460.085 (1), the Department of Consumer and  
 22 Business Services may collect the following fees:

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

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

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

27 (A) A dumbwaiter, sidewalk elevator, residential elevator, residential inclinator or subveyor,  
 28 \$60.

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

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

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

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

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

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

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

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

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

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

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

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

1 \$50,000.

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

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

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

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

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

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

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

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

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

24 105.464. A seller's property disclosure statement must be in substantially the following form:  
25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 \_\_\_\_\_

28 If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's  
29 property disclosure statement to each buyer who makes a written offer to purchase real property  
30 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. Are there carbon monoxide alarms?  ]Yes  ]No  ]Unknown
- 4 E. Is there a woodstove or fireplace
- 5 insert included in the sale?  ]Yes  ]No  ]Unknown
- 6 \*If yes, what is the make? \_\_\_\_\_
- 7 \*If yes, was it installed with a permit?  ]Yes  ]No  ]Unknown
- 8 \*If yes, is a certification label issued by the
- 9 United States Environmental Protection
- 10 Agency (EPA) or the Department of
- 11 Environmental Quality (DEQ) affixed to it?  ]Yes  ]No  ]Unknown
- 12 \*F. Has pest and dry rot, structural or
- 13 “whole house” inspection been done
- 14 within the last three years?  ]Yes  ]No  ]Unknown
- 15 \*G. Are there any moisture problems, areas of water
- 16 penetration, mildew odors or other moisture
- 17 conditions (especially in the basement)?  ]Yes  ]No  ]Unknown
- 18 \*If yes, explain on attached sheet the frequency
- 19 and extent of problem and any insurance claims,
- 20 repairs or remediation done.
- 21 H. Is there a sump pump on the property?  ]Yes  ]No  ]Unknown
- 22 I. Are there any materials used in the
- 23 construction of the structure that are or
- 24 have been the subject of a recall, class
- 25 action suit, settlement or litigation?  ]Yes  ]No  ]Unknown
- 26 If yes, what are the materials? \_\_\_\_\_
- 27 (1) Are there problems with the materials?  ]Yes  ]No  ]Unknown  ]NA
- 28 (2) Are the materials covered by a warranty?  ]Yes  ]No  ]Unknown  ]NA
- 29 (3) Have the materials been inspected?  ]Yes  ]No  ]Unknown  ]NA
- 30 (4) Have there ever been claims filed for these
- 31 materials by you or by previous owners?  ]Yes  ]No  ]Unknown  ]NA
- 32 If yes, when? \_\_\_\_\_
- 33 (5) Was money received?  ]Yes  ]No  ]Unknown  ]NA
- 34 (6) Were any of the materials repaired or
- 35 replaced?  ]Yes  ]No  ]Unknown  ]NA
- 36
- 37 6. DWELLING SYSTEMS AND FIXTURES
- 38 If the following systems or fixtures are included
- 39 in the purchase price, are they in good working
- 40 order on the date this form is signed?
- 41 A. Electrical system, including wiring, switches,
- 42 outlets and service  ]Yes  ]No  ]Unknown
- 43 B. Plumbing system, including pipes, faucets,
- 44 fixtures and toilets  ]Yes  ]No  ]Unknown
- 45 C. Water heater tank  ]Yes  ]No  ]Unknown

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

1 covenants, conditions and restrictions or in  
2 violation of other bylaws or governing rules,  
3 whether recorded or not? [ ]Yes [ ]No [ ]Unknown [ ]NA  
4

5 8. GENERAL

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

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

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

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

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

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

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

24 H. Has the property ever been used as an illegal  
25 drug manufacturing or distribution site? [ ]Yes [ ]No [ ]Unknown

26 \*If yes, was a Certificate of Fitness issued? [ ]Yes [ ]No [ ]Unknown

27 \*I. Has the property been classified as  
28 forestland-urban interface? [ ]Yes [ ]No [ ]Unknown  
29

30 9. FULL DISCLOSURE BY SELLERS

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

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

37 B. Verification:

38 The foregoing answers and attached explanations (if any) are complete and correct to  
39 the best of my/our knowledge and I/we have received a copy of this disclosure statement.

40 I/we authorize my/our agents to deliver a copy of this disclosure statement to all  
41 prospective buyers of the property or their agents.

42

43 Seller(s) signature:

44

45 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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 \_\_\_\_\_

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**SECTION 9. Section 7 of this 2013 Act applies to dwelling owners that, 90 or more days after the effective date of this 2013 Act, enter into agreements to sell or otherwise transfer title to the dwelling.**

**SECTION 10. The amendments to ORS 105.464 by section 8 of this 2013 Act apply to seller property disclosure statements that a seller of residential property delivers to a buyer on or after the effective date of this 2013 Act.**

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