

# House Bill 3172

Sponsored by Representative HOLVEY

## 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**.

Requires seller of real property to obtain septic system evaluation report and provide copies to Department of Environmental Quality and to each buyer that makes written offer to purchase. Allows buyer to withdraw buyer's offer within seven days after receiving septic system evaluation report or to revoke offer anytime before closing for failure or refusal of seller to provide septic system evaluation report with seller's disclosure document.

## A BILL FOR AN ACT

1  
2 Relating to evaluation of residential septic systems; creating new provisions; and amending ORS  
3 105.462, 105.464, 105.475 and 105.485.

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

5 **SECTION 1.** ORS 105.462 is amended to read:

6 105.462. For purposes of ORS 105.462 to 105.490:

7 (1) "Financial institution" has the meaning given that term in ORS 706.008. "Financial institu-  
8 tion" includes a:

9 (a) Trust company, as that term is defined in ORS 706.008;

10 (b) Mortgage banker, as that term is defined in ORS 86A.100;

11 (c) Mortgage broker, as that term is defined in ORS 86A.100; and

12 (d) Consumer finance company that is licensed under ORS chapter 725.

13 (2) "Real estate licensee" has the meaning given that term in ORS 696.010.

14 (3) **"Seller's disclosure document" means:**

15 (a) **A seller's property disclosure statement required by ORS 105.464; and**

16 (b) **A septic system evaluation report required by section 3 of this 2013 Act.**

17 (4) **"Septic system" means a domestic septage treatment component or system, as de-**  
18 **scribed in ORS 454.782 (3), or a component or system that is similar to components or sys-**  
19 **tems described in ORS 454.782 (3).**

20 **SECTION 2.** Section 3 of this 2013 Act is added to and made a part of ORS 105.462 to  
21 105.490.

22 **SECTION 3.** (1) **Except as provided in ORS 105.475 (4), when real property described in**  
23 **ORS 105.465 (1) has a septic system, the seller shall have a septic system evaluation per-**  
24 **formed.**

25 (2) **The septic system evaluation specified in subsection (1) of this section must be per-**  
26 **formed by a person who:**

27 (a) **Has a certificate of registration issued pursuant to ORS 672.002 to 672.325;**

28 (b) **Has a registration issued pursuant to ORS 700.030 or 700.053;**

29 (c) **Is accredited as an NSF International wastewater system inspector; or**

30 (d) **Has any other accreditation or certification for septic system evaluation that is ap-**

**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 proved by the Department of Environmental Quality.

2 (3) The septic system evaluation specified in subsection (1) of this section must include:

3 (a) An examination of all records related to the septic system, including but not limited  
4 to permit records, pumping records and other maintenance records; and

5 (b) A field evaluation of all components of the septic system.

6 (4) After the septic system evaluation is performed pursuant to this section, the person  
7 who evaluates the septic system shall prepare a written report, on a form approved by the  
8 department, that describes the findings of the septic system evaluation, including but not  
9 limited to findings regarding:

10 (a) Performance of the septic system;

11 (b) Any need for maintenance and repairs;

12 (c) The type, size, capacity and condition of the components of the septic system;

13 (d) The complete sketch of the septic system, which must show the location of and dis-  
14 tances between major components; and

15 (e) Evidence of septic system failures.

16 (5) The seller shall provide the buyer with a copy of the written report described in sub-  
17 section (4) of this section, and a buyer may withdraw the buyer's offer to purchase the real  
18 property up to seven days after receiving the copy of the written report.

19 (6) A septic system evaluation performed under this section is valid for two years from  
20 the date of the written report described in subsection (4) of this section.

21 **SECTION 4.** ORS 105.464 is amended to read:

22 105.464. A seller's property disclosure statement must be in substantially the following form:  
23 \_\_\_\_\_  
24  
25

26 If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's  
27 property disclosure statement to each buyer who makes a written offer to purchase real property  
28 in this state:  
29 \_\_\_\_\_  
30

31 INSTRUCTIONS TO THE SELLER

32  
33 Please complete the following form. Do not leave any spaces blank. Please refer to the line  
34 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-  
35 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page  
36 of this disclosure statement and each attachment.  
37

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

44 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-  
45 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer

1 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences  
2 of the seller's choice should be directed to a qualified attorney.

3 \_\_\_\_\_  
4  
5 (DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION  
6 UNDER ORS 105.470)

7  
8 Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:

9  
10 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not  
11 claiming an exclusion, you must fill out Section 2 of this form completely.

12  
13 Initial only the exclusion you wish to claim.

14  
15 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed  
16 under building or installation permit(s) #\_\_\_\_\_, issued by \_\_\_\_\_.

17  
18 \_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent or  
19 trustee, or by foreclosure or deed in lieu of foreclosure.

20  
21 \_\_\_\_\_ The seller is a court appointed receiver, personal representative, trustee, conservator or  
22 guardian.

23  
24 \_\_\_\_\_ This sale or transfer is by a governmental agency.

25  
26 \_\_\_\_\_  
27 Signature(s) of Seller claiming exclusion  
28 Date \_\_\_\_\_

29  
30 \_\_\_\_\_  
31 Buyer(s) to acknowledge Seller's claim  
32 Date \_\_\_\_\_

33 \_\_\_\_\_  
34  
35  
36 (IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SEC-  
37 TION.)

38  
39 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

40  
41 (NOT A WARRANTY)  
42 (ORS 105.464)

43  
44 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE  
45 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED

1 AT \_\_\_\_\_ (“THE PROPERTY”).

2

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

10

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

17

18 Seller \_\_\_\_\_ is/ \_\_\_\_\_ is not occupying the property.

19

20 I. SELLER’S REPRESENTATIONS:

21

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

26

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

28

29 1. TITLE

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

31 \*B. Is title to the property subject to any of the

32 following: [ ]Yes [ ]No [ ]Unknown

33 (1) First right of refusal

34 (2) Option

35 (3) Lease or rental agreement

36 (4) Other listing

37 (5) Life estate?

38 \*C. Is the property being transferred an

39 unlawfully established unit of land? [ ]Yes [ ]No [ ]Unknown

40 \*D. Are there any encroachments, boundary

41 agreements, boundary disputes or recent

42 boundary changes? [ ]Yes [ ]No [ ]Unknown

43 \*E. Are there any rights of way, easements,

44 licenses, access limitations or claims that

45 may affect your interest in the property? [ ]Yes [ ]No [ ]Unknown

- 1 \*F. Are there any agreements for joint  
 2 maintenance of an easement or right of way? [ ]Yes [ ]No [ ]Unknown
- 3 \*G. Are there any governmental studies, designations,  
 4 zoning overlays, surveys or notices that would  
 5 affect the property? [ ]Yes [ ]No [ ]Unknown
- 6 \*H. Are there any pending or existing governmental  
 7 assessments against the property? [ ]Yes [ ]No [ ]Unknown
- 8 \*I. Are there any zoning violations or  
 9 nonconforming uses? [ ]Yes [ ]No [ ]Unknown
- 10 \*J. Is there a boundary survey for the  
 11 property? [ ]Yes [ ]No [ ]Unknown
- 12 \*K. Are there any covenants, conditions,  
 13 restrictions or private assessments that  
 14 affect the property? [ ]Yes [ ]No [ ]Unknown
- 15 \*L. Is the property subject to any special tax  
 16 assessment or tax treatment that may result  
 17 in levy of additional taxes if the property  
 18 is sold? [ ]Yes [ ]No [ ]Unknown
- 19
- 20 2. WATER
- 21 A. Household water
- 22 (1) The source of the water is (check ALL that apply):
- 23 [ ]Public [ ]Community [ ]Private
- 24 [ ]Other \_\_\_\_\_
- 25 (2) Water source information:
- 26 \*a. Does the water source require a water permit? [ ]Yes [ ]No [ ]Unknown  
 27 If yes, do you have a permit? [ ]Yes [ ]No
- 28 b. Is the water source located on the property? [ ]Yes [ ]No [ ]Unknown  
 29 \*If not, are there any written agreements for  
 30 a shared water source? [ ]Yes [ ]No [ ]Unknown [ ]NA
- 31 \*c. Is there an easement (recorded or unrecorded)  
 32 for your access to or maintenance of the water  
 33 source? [ ]Yes [ ]No [ ]Unknown
- 34 d. If the source of water is from a well or spring,  
 35 have you had any of the following in the past  
 36 12 months? [ ]Flow test [ ]Bacteria test  
 37 [ ]Chemical contents test [ ]Yes [ ]No [ ]Unknown [ ]NA
- 38 \*e. Are there any water source plumbing problems  
 39 or needed repairs? [ ]Yes [ ]No [ ]Unknown
- 40 (3) Are there any water treatment systems for  
 41 the property? [ ]Yes [ ]No [ ]Unknown  
 42 [ ]Leased [ ]Owned
- 43 B. Irrigation
- 44 (1) Are there any [ ] water rights or [ ] other  
 45 irrigation rights for the property? [ ]Yes [ ]No [ ]Unknown

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

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

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



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

5  
6 8. GENERAL

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

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

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

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

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

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

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

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

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

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

30  
31 9. FULL DISCLOSURE BY SELLERS

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

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

38 B. Verification:

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

43  
44 Seller(s) signature:  
45

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

2

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

4

5

6

7 II. BUYER'S ACKNOWLEDGMENT

8

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

11

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

20

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

24

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

32

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

35

36 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

37

38 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

39

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

41

42 \_\_\_\_\_ Real Estate Licensee

43

44 \_\_\_\_\_ Real Estate Firm

45

1 Date received by agent \_\_\_\_\_

2 \_\_\_\_\_

3  
4 **SECTION 5.** ORS 105.475 is amended to read:

5 105.475. (1) If a seller issues a seller's [*property disclosure statement*] **disclosure document** and  
6 a buyer has not then delivered to the seller a written statement waiving the buyer's right to revoke  
7 the buyer's offer, the buyer shall have five business days after delivery of the seller's [*property dis-*  
8 *closure statement*] **disclosure document** to revoke the buyer's offer by delivering to the seller a  
9 separate signed written statement of revocation disapproving the seller's disclosure.

10 (2) If a buyer fails to timely deliver to a seller a written statement revoking the buyer's offer,  
11 the buyer's right to revoke the buyer's offer expires.

12 (3) If a buyer closes the transaction, the buyer's right to revoke based on ORS 105.462 to  
13 105.490, 696.301 and 696.870 is terminated.

14 (4) If the seller fails or refuses to provide a seller's [*property disclosure statement*] **disclosure**  
15 **document** as required under this section, the buyer shall have a right of revocation until the right  
16 is terminated pursuant to subsection (3) of this section.

17 (5) If the buyer revokes the offer pursuant to this section, notwithstanding ORS 696.581, the  
18 buyer is entitled to immediate return of all deposits and other considerations delivered to any party  
19 or escrow agent with respect to the buyer's offer, and the buyer's offer is void.

20 (6) When the deposits and other considerations have been returned to the buyer, upon the  
21 buyer's signed, written release and indemnification of the holders of the deposits and other consid-  
22 erations, the holders are released from all liability for the deposits and other considerations.

23 (7) Any seller's [*property disclosure statement*] **disclosure document** issued by the seller is part  
24 of and incorporated into the offer and the acceptance.

25 **SECTION 6.** ORS 105.485 is amended to read:

26 105.485. The burden of proof of lawful delivery of a seller's [*property disclosure statement*] **dis-**  
27 **closure document** and any amendment [*thereto*] **to the seller's disclosure document** is on the  
28 seller. The burden of proof of lawful delivery of a notice of revocation of a buyer's offer is on the  
29 buyer.

30 **SECTION 7. Section 3 of this 2013 Act and the amendments to ORS 105.462, 105.464,**  
31 **105.475 and 105.485 by sections 1, 4, 5 and 6 of this 2013 Act apply to written offers to pur-**  
32 **chase real property tendered on or after the effective date of this 2013 Act.**

33 \_\_\_\_\_