

## CHAPTER 558A

### REAL ESTATE DISCLOSURES

Referred to in §543B.9

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#### 558A.1 Definitions.

As used in [this chapter](#), unless the context otherwise requires:

1. “*Agent*” means an individual designated by a transferee to accept delivery of a disclosure statement from a transferor.
2. “*Broker*” means a real estate broker licensed pursuant to [chapter 543B](#).
3. “*Commission*” means the real estate commission created pursuant to [section 543B.8](#).
4. “*Lead service line*” means a service line which is made of lead. A galvanized service line is considered a lead service line if the line ever was or is currently downstream of any lead service line or service line of unknown material. For the purposes of [this subsection](#), “*downstream*” means the section of the service line between a lead service line and the water meter.
5. “*Salesperson*” means a salesperson licensed pursuant to [chapter 543B](#).
6. “*Service line*” means the pipe connecting the water main to the interior plumbing in a building. For the purposes of [this subsection](#), “*service line*” includes the pipe from the water main to the water meter, not including interior plumbing.
7. “*Transfer*” means the transfer or conveyance by sale, exchange, real estate contract, or any other method by which real estate and improvements are purchased, if the property includes at least one but not more than four dwelling units. However, a transfer does not include any of the following:
  - a. A transfer made pursuant to a court order, including but not limited to a transfer under [chapter 633](#) or [633A](#), the execution of a judgment, the foreclosure of a real estate mortgage pursuant to [chapter 654](#), the forfeiture of a real estate contract under [chapter 656](#), a transfer by a trustee in bankruptcy, a transfer by eminent domain, or a transfer resulting from a decree for specific performance.
  - b. A transfer to a mortgagee by a mortgagor or successor in interest who is in default, a transfer by a mortgagee who has acquired real property as a result of a deed in lieu of foreclosure or has acquired real property under [chapter 654](#) or [655A](#), or a transfer back to a mortgagor exercising a right of first refusal pursuant to [section 654.16A](#).
  - c. A transfer by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer.
  - d. A transfer between joint tenants or tenants in common.
  - e. A transfer made to a spouse, or to a person within the third degree of consanguinity or affinity of a person making the transfer.
  - f. A transfer between spouses resulting from a decree of dissolution of marriage, a decree of legal separation, or a property settlement agreement which is incidental to the decree, including a decree ordered pursuant to [chapter 598](#).
  - g. A transfer to or from the state, a political subdivision of the state, another state, or the United States.
  - h. A transfer by quitclaim deed.
  - i. A transfer by a power of attorney.
8. “*Transferee*” means a person who is acquiring real property as provided in an

instrument containing the power to transfer real estate, including an instrument described in [section 558.1](#).

9. “*Transferor*” means a person who is transferring real property as provided in an instrument containing the power to transfer real estate, including an instrument described in [section 558.1](#).

[93 Acts, ch 30, §3](#); [2006 Acts, ch 1030, §70](#); [2006 Acts, ch 1055, §5](#); [2010 Acts, ch 1120, §7](#); [2017 Acts, ch 71, §14, 15](#); [2020 Acts, ch 1046, §1, 2](#); [2025 Acts, ch 144, §1, 3](#)

Subsections 4 and 6 effective January 1, 2026; 2025 Acts, ch 144, §3

NEW subsection 4 and former subsection 4 renumbered as 5

NEW subsection 6 and former subsections 5 – 7 renumbered as 7 – 9

### **558A.2 Procedures.**

1. A person interested in transferring real property, or a broker or salesperson acting on behalf of the person, shall deliver a written disclosure statement to a person interested in being transferred the real property. The disclosure statement must be delivered prior to either the transferor making a written offer for the transfer of the real property, or accepting a written offer for the transfer of the real property.

2. The disclosure statement shall be made by personal delivery, certified or registered mail, or electronic delivery to the transferee or to the transferee’s agent. If delivery is electronic, acknowledgment of receipt shall be provided pursuant to rules adopted by the commission. The delivery may be made to the spouse of the transferee, unless otherwise provided by the parties. If the disclosure statement is not timely delivered, the transferee may withdraw the offer or revoke the acceptance without liability, within three days following personal delivery of the statement or five days following electronic delivery or delivery by mail.

3. The disclosure statement may be filed with the county recorder with instruments affecting the transfer of real estate. However, the failure to file the statement shall not cause a defect in the title to the property.

[93 Acts, ch 30, §4](#); [2017 Acts, ch 71, §16](#)

Referred to in [§558A.5](#)

### **558A.3 Good faith and amendments.**

1. All information required by [this section](#) and rules adopted by the commission shall be disclosed in good faith. If at the time the disclosure is required to be made, information required to be disclosed is not known or available to the transferor, and a reasonable effort has been made to ascertain the information, an approximation of the information may be used. The information shall be identified as an approximation. The approximation shall be based on the best information available at the time.

2. A disclosure statement shall be amended, if information disclosed in the statement is or becomes inaccurate or misleading, or is supplemented. The amended statement shall be subject to the same procedures as the original disclosure statement as provided in [this chapter](#). However, the statement is not required to be amended if either of the following applies:

a. The information disclosed in conformance with [this chapter](#) is subsequently rendered inaccurate as a result of an act, occurrence, or agreement subsequent to the delivery of the disclosure statement.

b. The information is based on information of a public agency, including the state, a political subdivision of the state, or the United States. The information shall be deemed to be accurate and complete, unless the transferor or the broker or salesperson has actual knowledge of an error, inaccuracy, or omission, or fails to exercise ordinary care in obtaining the information.

[93 Acts, ch 30, §5](#)

### **558A.4 Required information.**

1. a. The disclosure statement shall include information relating to the condition and important characteristics of the property and structures located on the property, including significant defects in the structural integrity of the structure and the presence of lead service

lines, as provided in rules which shall be adopted by the real estate commission pursuant to [section 543B.9](#). The rules may require the disclosure to include information relating to the property's zoning classification; the condition of plumbing, heating, or electrical systems; or the presence of pests.

b. The disclosure statement may include a report or written opinion prepared by a person qualified to make judgment based on education or experience, as provided by rules adopted by the commission, including but not limited to a professional land surveyor licensed pursuant to [chapter 542B](#), a geologist, a structural pest control operator licensed pursuant to [section 206.6](#), or a building contractor. The report or opinion on a matter within the scope of the person's practice, profession, or expertise shall satisfy the requirements of [this section](#) or rules adopted by the commission regarding that matter required to be disclosed. If the report or opinion is in response to a request made for purposes of satisfying the disclosure statement, the report or opinion shall indicate which part of the disclosure statement the report or opinion satisfies.

2. a. A transferor subject to the requirements of [section 558.70](#) shall recommend in writing that the transferee obtain an independent home inspection report to provide full and complete information as required to be disclosed under [this section](#) and under rules adopted by the real estate commission pursuant to [section 543B.9](#).

b. A transferor subject to [section 558.70](#) shall provide the real estate disclosure statement required by [this chapter](#) at least seven days before the real estate installment sales contract is executed by all parties to the contract.

[93 Acts, ch 30, §6; 96 Acts, ch 1204, §11; 2002 Acts, ch 1136, §4, 6; 2008 Acts, ch 1110, §1; 2011 Acts, ch 25, §143; 2012 Acts, ch 1009, §30; 2025 Acts, ch 144, §2, 3](#)

Referred to in [§136B.2, 558A.6, 714.8](#)

2025 amendment to subsection 1, paragraph a effective January 1, 2026; 2025 Acts, ch 144, §3

Subsection 1, paragraph a amended

#### **558A.4A Independent home inspection report — persons authorized to issue.**

1. A person shall not issue an independent home inspection report unless the person is a home inspector, a person who holds a license or registration in good standing to perform home inspections in another state, an architect licensed pursuant to [chapter 544A](#), or a professional engineer licensed pursuant to [chapter 542B](#).

2. A home inspector shall conduct a home inspection with the degree of care that a reasonably prudent home inspector would exercise, which shall be based on the standards of practice and code of ethics of a national home inspectors association.

3. a. A home inspector, employer of a home inspector, or a person who controls or has a financial interest in the employer of a home inspector, who does any of the following commits an unlawful practice under [section 714.16, subsection 2](#), paragraph "a":

(1) Performs or offers to perform for an additional fee any repairs to a structure with respect to which the home inspector has prepared a home inspection report within the preceding twelve months. This subparagraph does not apply to remediation for radon or wood-destroying insects.

(2) Inspects for a fee any property in which the home inspector, the employer of the home inspector, or person who controls or has a financial interest in the employer of a home inspector has an interest in the transfer of the property, including but not limited to receipt of a commission as a licensee under [chapter 543B](#), unless the interest in the transfer of the property is disclosed in writing to the buyer before the home inspection is performed and the buyer signs an acknowledgment of receipt of the disclosure.

(3) Offers or delivers a commission, referral fee, or kickback to the seller of the inspected property or to a licensee under [chapter 543B](#) for either or both of the seller and the buyer for the referral of business to the home inspector, the employer of the home inspector, or person who controls or has a financial interest in the employer of a home inspector.

(4) Accepts an engagement to perform a home inspection or to prepare a home inspection report in which the engagement or the fee payable for the inspection is contingent upon the conclusions in the report, preestablished or prescribed findings, or the closing of the transaction.

b. Paragraph "a" does not apply to a home warranty company that is affiliated with or

retains a home inspector if the home warranty company performs repairs pursuant to claims made under a home warranty contract.

c. In addition to any remedies available for a violation of [section 714.16, subsection 2](#), paragraph “a”, the owner of a property on which repairs are performed in violation of paragraph “a”, subparagraph (1), shall be entitled to a full refund of any moneys paid for those repairs, and any promissory note or other obligation to pay given to the person performing those repairs shall be void.

4. An independent home inspection report must be in writing and must include all of the following:

a. A description of the scope of the inspection, including an identification of the structural elements, systems, and subsystems covered by the report.

b. A description of any material defects noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. A material defect that poses an unreasonable risk to people on the property must be conspicuously identified as such.

c. All of the following statements, set forth conspicuously:

(1) “A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of inspection.”

(2) “The results of this home inspection are not intended to make any representation regarding the presence or absence of latent or concealed defects that are not reasonably ascertainable in a competently performed home inspection. No warranty or guarantee is expressed or implied.”

(3) “If the person conducting your home inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek a professional opinion as to any defects or concerns mentioned in the report.”

(4) “The home inspection report is not to be construed as an appraisal and may not be used as such for any purpose.”

5. Except as otherwise required by law, a home inspector shall not deliver a home inspection report to any person other than the client of the home inspector without the client’s consent. The seller shall have the right, upon request, to receive without charge a copy of a home inspection report from the person for whom it was prepared.

6. A home inspector shall not express either orally or in writing an estimate of the cost to repair a defect found during a home inspection, except that such an estimate may be included in an independent home inspection report if all of the following apply:

a. The report identifies the source of the estimate.

b. The estimate is stated as a range of costs.

c. The report states that the parties should consider obtaining an estimate from a contractor who performs the type of repair involved.

7. A home inspector shall maintain insurance against errors and omissions in the performance of a home inspection and general liability, with coverages of not less than one hundred thousand dollars per occurrence and five hundred thousand dollars in the aggregate, and with deductibles of not more than two thousand five hundred dollars.

a. Except as provided in paragraph “b”, a home inspector shall maintain insurance under [this subsection](#) for at least one year after the latest home inspection report the home inspector delivers.

b. Paragraph “a” does not apply to a home inspection report that was delivered prior to July 1, 2025.

8. A buyer shall be entitled to rely in good faith, without independent investigation, on a written representation that a person is a home inspector, a person who holds a license or registration in good standing to perform home inspections in another state, an architect licensed pursuant to [chapter 544A](#), or a professional engineer licensed pursuant to [chapter 542B](#).

9. A contract with a person to provide a home inspection shall not limit the liability of the person providing the home inspection for gross negligence or willful misconduct, or waive or

modify a provision of [this section](#). However, the scope of a home inspection, the services to be performed, and the systems and conditions to be inspected or excluded from inspection may be defined by a contract between the person providing the home inspection and the client.

10. *a.* A home inspector who does not maintain insurance in violation of [subsection 7](#) or who falsely represents that the person is a home inspector, a person who holds a license or registration in good standing to perform home inspections in another state, an architect licensed pursuant to [chapter 544A](#), or a professional engineer licensed pursuant to [chapter 542B](#), is guilty of the following:

- (1) For a first offense, a simple misdemeanor.
- (2) For a second or subsequent offense, a serious misdemeanor.

*b.* A person who violates a provision of [subsection 4](#) is guilty of a simple misdemeanor punishable by a fine not to exceed five hundred dollars.

11. For purposes of [this section](#):

*a.* “*Home inspection*” means a noninvasive visual examination of some combination of the mechanical, electrical, or plumbing systems or the structural and essential components of a residential dwelling, that is intended to identify material defects in those systems and components and is performed for a fee in connection with or in preparation for a proposed or possible residential real estate transfer. “*Home inspection*” includes a consultation regarding the property that is represented to be a home inspection or that is described by a similar term. “*Home inspection*” does not include an examination of a single system or component of a residential dwelling or an examination that is limited to inspection for or of one or more of the following:

- (1) Wood-destroying insects.
- (2) Underground tanks and wells.
- (3) Septic systems.
- (4) Swimming pools and spas.
- (5) Alarm systems.
- (6) Air and water quality.
- (7) Tennis courts and playground equipment.
- (8) Pollutants.
- (9) Toxic chemicals and environmental hazards.

*b.* “*Home inspection report*” means a written report of the results of a home inspection.

*c.* “*Home inspector*” means a member in good standing of a national home inspectors association, or a person supervised by a member in good standing of a national home inspectors association who agrees to be responsible for the contents of any home inspection report produced by the person.

*d.* “*National home inspectors association*” means a national association of home inspectors that meets all of the following requirements:

- (1) Operates on a nonprofit basis and does not operate as a franchise.
- (2) Has members in more than ten states.

(3) Requires that a person shall not become a full member unless the person has performed or participated in more than one hundred home inspections and has passed a psychometrically sound examination testing knowledge of the proper procedures for conducting a home inspection.

(4) Requires that its members comply with a code of conduct and attend continuing professional education classes as an ongoing condition of membership.

[2025 Acts, ch 19, §1](#)

NEW section

#### **558A.5 Agency.**

1. A person other than a broker or salesperson acting in the capacity of an agent in the transfer of real property shall not be deemed to be an agent of the transferor or transferee for purposes of [this chapter](#), unless the person is granted powers of attorney or is empowered as an agent, as expressly provided in writing, and is subject to any other applicable requirements as provided by law.

2. A broker or salesperson representing the transferor shall deliver the disclosure

statement to the transferee as required in [section 558A.2](#), unless the transferor or transferee has instructed the broker or salesperson otherwise in writing.

[93 Acts, ch 30, §7](#)

**558A.6 Liability under the chapter.**

A person who violates [this chapter](#) shall be liable to a transferee for the amount of actual damages suffered by the transferee, but subject to the following limitations:

1. The transferor, or a broker or salesperson, shall not be liable under [this chapter](#) for the error, inaccuracy, or omission in information required in a disclosure statement, unless that person has actual knowledge of the inaccuracy, or fails to exercise ordinary care in obtaining the information.

2. The person submitting a report or opinion within the scope of the person's practice, profession, or expertise, as provided in [section 558A.4](#), for purposes of satisfying the disclosure statement, shall not be liable under [this chapter](#) for any matter other than a matter within the person's practice, profession, or expertise, and which is required by the disclosure statement, unless the person failed to use care ordinary in the person's profession, practice, or area of expertise in preparing the information.

[93 Acts, ch 30, §8](#)

**558A.7 Chapter is not limiting.**

The duties imposed upon persons under [this chapter](#) or under rules adopted by the real estate commission shall not limit or abridge any duty, requirement, obligation, or liability for disclosure created by another provision of law, or under a contract between parties.

[93 Acts, ch 30, §9](#)

**558A.8 Validity of a transfer.**

A transfer under [this chapter](#) shall not be invalidated solely because of a failure of a person to comply with a provision of [this chapter](#).

[93 Acts, ch 30, §10](#)