

# December 2019 Forms Release

## Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of December 16, 2019**. For further information, please refer to the C.A.R. web page at: <https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/December-2019-Forms-Release>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised	OK to use prior revision
BIRN	Notice Regarding Background Investigation Pursuant to California Law	NA	Form satisfies California law that (i) requires consumers be notified if a creditor such as a landlord will obtain certain investigative reports about the consumer (ii) consumers be notified about the right to review such reports. Form is bundled with Application to lease or rent.	NEW
RCJC	Rent Control and Just Cause Addendum	NA	Addendum to address rent cap and just cause eviction restrictions and exemptions if bill addressing these issues becomes law.	NEW
CCPA	California Consumer Privacy Act Advisory	N/A	This form explains that under the law, a person may have the ability to prevent the dissemination of personal information and that information provided in the course or a purchase transaction might be considered personal information. To be used with a listing agreement or purchase agreement.	NEW
SVLA	Seller Vacant Land Advisory	N/A	This form explains to sellers of vacant land that there are disclosure obligations that apply to them as well as contractual obligations. Should be given at time of a listing.	NEW
CML-REL	Commercial Release Agreement	4/09	Language in Paragraph 3 amended to reflect changes to California Civil Code 1542.	NO
CTT	Notice of Change in Terms of Tenancy	11/11	Added a note to landlord regarding new rent cap and just cause eviction law and that this form should not be used if the property is subject to that law. Updated the delivery of notice to better reflect the required procedure for providing this notice. Updated the form to reflect the new law requiring 90-day notice for rent increases over 10%. Added a check box to add the new RCJC addendum. <b>To comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
DRA	Denial of Rental Application	11/11	Form reformatted and language added to address investigative consumer reports which cover items such as eviction status reports and criminal history.	NO
EL	Extension of Lease	11/11	Added a note to seek local counsel if rent control applies. Added a check box to add the new RCJC addendum. <b>To comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
IOA	Interim Occupancy Agreement	1/06	RCJC addendum is automatically included with this form in order <b>to comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
LR	Residential Lease or Month-to-Month Rental Agreement	6/18	New paragraph added to explicitly remind landlord and tenant that statutory protections are given to members of the armed services. For example, a member of the military has the right to terminate a lease if sent out of State or on active duty. RCJC addendum is automatically included with this form in order <b>to comply with the requirement under the new rent cap and just cause eviction law.</b>	NO

LRA	Application to Rent/Screening Fee	6/18	Limits felony history information to previous 7 years and indicates that criminal history information should not be considered until after other factors have been reviewed. Language added by which applicant authorizes landlord to obtain an investigative consumer report in addition to credit check, and receipt of separate form discussing such reports and giving applicant the right to have such reports provided, free of charge.	NO
NTQ	Notice To Quit	11/13	Added a note to landlord regarding new rent cap and just cause eviction law and that this form should not be used if the property is subject to that law. Updated the delivery of notice to better reflect the required procedure for providing this notice. Added two additional reasons for using the form: holdover after sale and fail to cure breach under the new just cause eviction control law. <b>To comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
NTT	Notice of Termination of Tenancy	6/19	Added a note to landlord regarding new rent cap and just cause eviction law and that this form should not be used if the property is subject to that law. Updated the delivery of notice to better reflect the required procedure for providing this notice. <b>To comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
PCQ	Notice to Perform Covenant (Cure) or Quit	12/16	Added a note to landlord regarding new rent cap and just cause eviction law and that this form should not be used if the property is subject to that law. Updated the delivery of notice to better reflect the required procedure for providing this notice. <b>To comply with the requirement under the new rent cap and just cause eviction law.</b>	NO
PRQ	Notice to Pay Rent or Quit	12/16	Updated the delivery of notice to better reflect the required procedure for providing this notice.	YES
RLA	Residential Listing Agreement Exclusive	12/18	Language added to let sellers know broker may contract with third party companies to take video/photographs and such companies may use such images for their own purposes.	YES
RLAN	Residential Listing Agreement Open	12/18	Language added to let sellers know broker may contract with third party companies to take video/photographs and such companies may use such images for their own purposes.	YES
RLAS	Residential Lease After Sale	6/18	RCJC addendum is automatically included with this form in order to comply with the requirement under the new rent cap and just cause eviction law.	NO
RLASR	Residential Listing Agreement Seller Reserved	12/18	Language added to let sellers know broker may contract with third party companies to take video/photographs and such companies may use such images for their own purposes.	YES
SELM	Seller Instruction to Exclude Listing from the Multiple Listing Service	12/18	Language added and changed to reflect the fact that different MLSs may distinguish between Days on Market and Days on MLS. Explicit language if property is not to be marketed for defined time even after listing is executed.	YES

\* These forms will **only be available either via zipForm®Plus or from the following Associations:** Beverly Hills/Greater Los Angeles AOR, Newport Beach AOR, North San Diego County AOR and Sacramento AOR.

C.A.R. no longer monitors the legal validity of any prior form version and the C.A.R. User Protection Agreement only applies to the most current version of a form.

See <https://www.car.org/zipform/standard-forms/user-protection-agreement> for full text of the User Protection Agreement.



NOTICE REGARDING BACKGROUND INVESTIGATION REPORTS PURSUANT TO CALIFORNIA LAW (C.A.R. Form BIRN, 12/19)

The person signing below (on behalf of the Landlord, if not the Landlord) intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for the purpose letting a dwelling. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for housing purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("CRA"), the Landlord may investigate the information contained in your rental application and other background information about you, including but not limited to obtaining a criminal record report, eviction report, verifying references, work history, your social security number, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making housing decisions. The source of any investigative consumer report (as that term is defined under California law) will be:

CRA: \_\_\_\_\_, Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

The Landlord agrees to provide you with a copy of an investigative consumer report when required to do so under California law. Under California Civil Code section 1786.22, you are entitled to find out from a CRA what is in the CRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The CRA may not charge you more than the actual copying costs for providing you with a copy of your file.
• A summary of all information contained in the CRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
• By requesting a copy be sent to a specified addressee by certified mail. CRAs complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the CRAs.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the CRA require additional information concerning your employment and personal or family history in order to verify your identity.

The CRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. A CRA may require you to furnish a written statement granting permission to the CRA to discuss your file in such person's presence.

Landlord or Manager or Agent Signature: \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

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As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to use, share or delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.**

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated \_\_\_\_\_ on property known as \_\_\_\_\_ in which \_\_\_\_\_ is referred to as "Tenant" and \_\_\_\_\_ is referred to as "Landlord".

## I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

**California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or a least one of the tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.**

## II. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no tenant from the prior tenancy remains, the owner may establish the initial rate not subject to **paragraph 1 of this section**. **Paragraph 1 of this section** is only applicable to subsequent increases after the initial rental rate has been established.

## III. JUST CAUSE REQUIREMENTS

WITH CERTAIN EXEMPTIONS, LANDLORD MAY BE SUBJECT TO THE JUST CAUSE PROVISIONS OF CIVIL CODE SECTION 1946.2 AND INFORMS TENANT OF THE FOLLOWING:

### 1. **At-fault Just Cause:**

- a) Default in payment of rent.
- b) Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- c) Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- d) Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- e) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- f) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any owner or agent of the owner of the premises.
- g) Assigning or subletting the premises in violation of the tenant's lease.
- h) The tenant's refusal to allow the owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.

- i) Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice of tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

**At-fault just cause eviction:**

Before the owner can terminate the tenancy for an At-fault Just Cause violation that is curable, the owner must first provide notice to cure giving the tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).

**2. No-fault Just Cause:**

- a) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Family move-in).  
**For leases entered into on or after January 1, 2020 or amendment to existing leases prior to January 1, 2020:**  
Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property.
- b) Withdrawal of the Premises for the rental market.
- c) Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- d) Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the tenant in place, and that requires tenant to vacate the residential real property for a least 30 days. Cosmetic improvements alone do not qualify.

**Tenant Payments under No-Fault Just Cause Eviction:**

1. If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice.
2. In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state that the amount of rent waived and that no rent is due for the final month of tenancy.

**IV. SPECIFIC EXEMPTIONS TO JUST CAUSE EVICTION REQUIREMENTS:**

1. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
2. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or lease no more than two unit or bedrooms, including, but not limited to, an accessory dwelling unit.

**V. SPECIFIC EXEMPTIONS TO BOTH RENT CAP AND JUST CAUSE EVICTION REQUIREMENTS:**

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
3. **Single Family Residential property (including condominium and units in planned developments) provided the residential real property is alienable separate from the title to any other dwelling unit AND (i) the owner is NOT a real estate investment trust (REIT), (ii) the owner is NOT a corporation, and (iii) if the owner is a limited liability company then none of the members of the LLC are corporations.**

This exemption only applies if the notice below is checked and delivered to the tenant.

Landlord hereby notifies tenant that the Property is exempt from the rent cap provisions specified in Civil Code Section 1947.12 and the just cause eviction provisions specified in Civil Code 1946.2.

**Notice of Exemption:**

This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.



**NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of of this document and agree that the terms specified in Sections I, and III (2)(a) and V(3) are made a part of the lease or rental agreement specified above.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

DRAFT

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1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make.
  - B. **Specific Contractual Disclosure Duties:**
    - (1) The Vacant Land Purchase Agreement provides that the seller shall, if required by Law, deliver to buyer information regarding earthquakes, environmental hazards, flood hazards, and fire hazards
    - (2) If seller has actual knowledge, the Purchase Contract requires seller to disclose **(i)** Legal Proceedings affecting the Property, **(ii)** Agricultural Use restrictions, **(iii)** Deed restrictions; **(iv)** Farm Use and right to farm issues, **(v)** Endangered Species issues, **(vi)** Environmental Hazards, **(vii)** Common Walls, **(viii)** Landlocked property, **(ix)** Easements and Encroachments, **(x)** Soil fill and Soil problems, **(xi)** Earthquake damage, **(xii)** Zoning Issues, **(xiii)** Neighborhood problems.
    - (3) Existing Rental and Service agreements must be disclosed.
    - (4) Seller is also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets and Highways Code.
    - (5) **Common Interest Developments:** If the Property is in a common interest development, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
    - (6) **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
  - C. **Other Legal Duties Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
  - D. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
3. **LEGAL AND TAX IMPLICATIONS:** Your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
  - A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer.
  - B. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, placing a key safe/lockbox, erecting FOR SALE signs, and disseminating photographs, videotapes, and virtual tours of the Property, may jeopardize the safety of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect Property, and your belongings, including valuables located on the

Property.

**C. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:**

\_\_\_\_\_  
\_\_\_\_\_

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

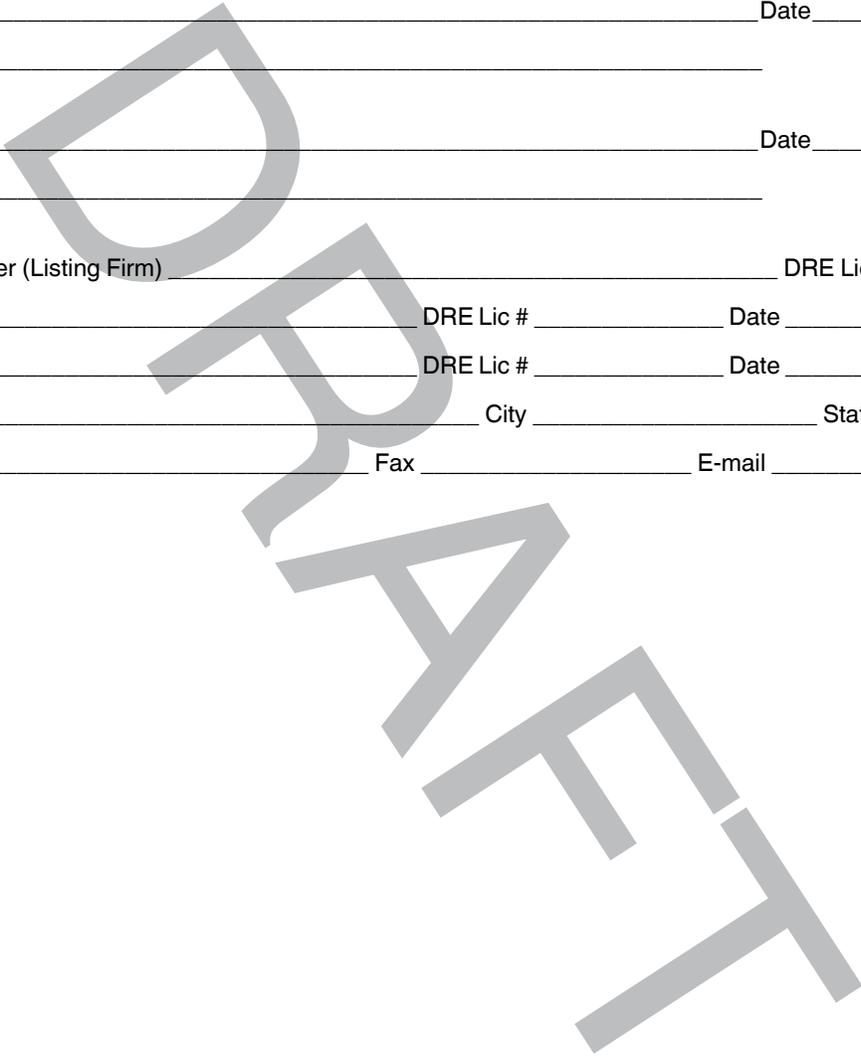
Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic# \_\_\_\_\_

By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



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525 South Virgil Avenue, Los Angeles, California 90020





COMMERCIAL RELEASE AGREEMENT (C.A.R. Form CML-REL, Revised 12/19)

THIS RELEASE AGREEMENT is given in connection with that certain [ ] Commercial Property Purchase Agreement, [ ] Business Purchase Agreement, [ ] Residential Income Property Purchase Agreement, [ ] Other \_\_\_\_\_ dated \_\_\_\_\_, as the same may have been supplemented or amended ("Agreement"), in which \_\_\_\_\_ is referred to as ("Buyer") and \_\_\_\_\_ is referred to as ("Seller") regarding (check one): [ ] that certain real property ("Property") or [ ] that certain business ("Business") situated in \_\_\_\_\_ County of \_\_\_\_\_ described as follows: \_\_\_\_\_

1. RECITALS:

A. Buyer has conducted an investigation of the Property or the Business, as the case may be, pursuant to the Agreement. The investigation has revealed the following items ("Items"):

- (1) [ ] \_\_\_\_\_
(2) [ ] \_\_\_\_\_
(3) [ ] \_\_\_\_\_
(4) [ ] \_\_\_\_\_
(5) [ ] See attached addendum (C.A.R. Form ADM) for additional Items.

B. Buyer and SELLER have agreed, that: (Check all that apply):

- (1) [ ] the Agreement between them shall be cancelled in its entirety.
(2) [ ] SELLER will give Buyer a credit of \$ \_\_\_\_\_ to be applied toward the purchase price on Close of Escrow on account of the following Items \_\_\_\_\_
(3) [ ] Liability for some or all of the Items shall be released as set forth in Paragraph 2 below
(4) [ ] \_\_\_\_\_
(5) [ ] \_\_\_\_\_
(6) [ ] \_\_\_\_\_

2. RELEASES:

A. RELEASE OF ENTIRE AGREEMENT

[ ] BUYER and SELLER mutually release each other regarding all obligations under the specified Agreement and the Agreement shall be of no further force or effect.

B. BUYER'S RELEASE

- (1) [ ] BUYER releases SELLER with regards to ALL Items identified in 1A.
OR
(2) [ ] BUYER releases SELLER with regards to ONLY the following Item(s) identified in 1A: \_\_\_\_\_

C. SELLER'S RELEASE

- (1) [ ] SELLER releases BUYER with regards to ALL Items identified in 1A.
OR
(2) [ ] SELLER releases BUYER with regards to ONLY the following Item(s) identified in 1A: \_\_\_\_\_

D. MUTUAL RELEASES

- (1) [ ] BUYER and SELLER mutually release each other with regards to ALL Items identified in 1A.
OR
(2) [ ] BUYER and SELLER mutually release each other with regards to ONLY the following Item(s) identified in 1A: \_\_\_\_\_



E. **RELEASE TERMS:** Seller or Buyer, or both of them, as indicated above, for himself/herself/itself and his/hers/its agents, brokers, representatives, trustees, employees, attorneys, independent contractors, officers, directors, shareholders, partners, and their respective heirs, personal representatives, successors and assigns, and each of them (collectively, the "Releasers"), hereby fully and forever release and discharge the other party, and his/hers/its agents, brokers, representatives, trustees, employees, attorneys, independent contractors, officers, directors, shareholders, partners, and their respective heirs, personal representatives, successors and assigns, and each of them (collectively, the "Releasees"), from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, fees, costs, expenses, damages, losses, taxes, fines, injuries, judgments, orders and liabilities, including, without limitation, any claims for attorneys' fees and costs, and court fees and costs; of whatsoever character, whether known or unknown, suspected or unsuspected (collectively, the "Claims"), with respect to or arising from or in connection with, as applicable, the released Agreement or any item or obligation released, as specified.

**3. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542:**

WITH RESPECT TO THE MATTERS RELEASED HEREIN, THE SELLER FOR ITSELF AND THE SELLER'S RELEASORS, THE BUYER FOR ITSELF AND THE BUYER'S RELEASORS, OR BOTH, AS THE CASE MAY BE, EACH AFTER HAVING BEEN ADVISED TO OBTAIN COUNSEL AND EACH EITHER HAVING OBTAINED THE ADVICE OF COUNSEL OR CHOSEN NOT TO OBTAIN THE ADVICE OF COUNSEL, HEREBY EXPRESSLY WAIVES AND RELINQUISHES ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

OR UNDER ANY SIMILAR STATUTES IN ANY OTHER JURISDICTION WHICH MAY APPLY TO THIS RELEASE AGREEMENT. THE SELLER AND THE BUYER EACH HEREBY ACKNOWLEDGES THAT IT IS AWARE THAT IT OR ITS ATTORNEYS MAY HEREAFTER DISCOVER OR COULD POSSIBLY HAVE DISCOVERED FACTS DIFFERENT FROM OR IN ADDITION TO THOSE WHICH THE SELLER OR THE BUYER OR THEIR RESPECTIVE ATTORNEYS, IF ANY, NOW KNOW OF OR BELIEVE TO BE TRUE WITH RESPECT TO THE CLAIMS RELEASED UNDER THIS RELEASE AGREEMENT, AND SELLER AND BUYER EACH AGREES THAT THE RELEASES GIVEN UNDER THIS RELEASE AGREEMENT SHALL BE AND REMAIN IN EFFECT AS THE FULL AND COMPLETE RELEASE OF SUCH CLAIMS, SUBJECT ONLY TO ANY LIMITATIONS EXPRESSLY SET FORTH HEREIN.

Buyer's Initials \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Seller's Initials \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

- 4. **COUNTERPARTS:** This Release Agreement may be executed in one or more separate counterparts, each of which shall constitute an original document, but all of which, taken together, shall constitute one and the same document.
- 5. **ATTORNEYS' FEES:** In the event that any party hereto brings an action or proceeding for a declaration of the rights of the parties under this Release Agreement, for injunctive relief, for an alleged breach or default, or any other action arising out of this Release Agreement or the transactions contemplated hereby, or in the event that any party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other court costs incurred and any other damages or relief awarded.
- 6. **FURTHER ASSURANCES:** Each of the parties hereto shall execute and deliver any and all additional papers and documents, and shall do any and all further acts and things as may be reasonably necessary in connection with the performance of their obligations under this Release Agreement and to carry out the intent of this Release Agreement.
- 7. **APPLICABLE LAW:** The Release Agreement shall be construed in accordance with the laws of the State of California applicable to agreements to be executed and to be fully performed within the State of California.
- 8. **MODIFICATION:** No amendment, change or modification of this Release Agreement shall be valid, unless it is in writing, is signed by all of the parties hereto, and expressly states that an amendment, change or modification of this Release Agreement is being made.
- 9. **ENTIRE AGREEMENT:** This Release Agreement is intended to be the entire and complete understanding and agreement of the parties with respect to the subject matter of this Release Agreement, and any and all other prior agreements, understandings, negotiations or representations between the parties hereto, whether oral or in writing, are hereby terminated, superseded and cancelled in their entirety, and are of no further force or effect.

Buyer's Initials (\_\_\_\_)(\_\_\_\_)  
Seller's Initials (\_\_\_\_)(\_\_\_\_)



**THIS COMMERCIAL RELEASE AGREEMENT, HAS SIGNIFICANT LEGAL CONSEQUENCES. BROKERS ARE NOT ATTORNEYS AND DO NOT PROVIDE LEGAL ADVICE. PRIOR TO SIGNING BELOW, EACH PARTY SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES OF THIS, COMMERCIAL RELEASE AGREEMENT.**

**EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO EXECUTION OF THIS COMMERCIAL RELEASE AGREEMENT AND HAS EITHER DONE SO OR HAS DECIDED NOT TO DO SO.**

**This Release Agreement is executed as of:** \_\_\_\_\_

**If Seller is an individual:**

Seller: \_\_\_\_\_  
Seller: \_\_\_\_\_

**OR**

**If Seller is an entity:**

\_\_\_\_\_ (Name of Entity)  
a \_\_\_\_\_ (Type of Entity)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Name)  
Its: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Name)  
Its: \_\_\_\_\_ (Title)

**If Buyer is an individual:**

Buyer: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**OR**

**If Buyer is an entity:**

\_\_\_\_\_ (Name of Entity)  
a \_\_\_\_\_ (Type of Entity)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Name)  
Its: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Name)  
Its: \_\_\_\_\_ (Title)

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525 South Virgil Avenue, Los Angeles, California 90020

**CML-REL REVISED 12/19 (PAGE 3 OF 3)**





Property Address: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

When an application is denied because of credit history or investigative consumer information contained in a consumer report provided by a consumer reporting agency, the landlord or the landlord's agent must notify the applicant of that fact, the reasons for denial and of the applicant's right to obtain a copy of the consumer report and dispute its accuracy. Additionally, if the credit information was received from a person other than a credit reporting agency, the applicant must be notified of their right to request disclosure of the nature and substance of such information.

1. Reason(s) for Denial: Thank you for your recent application. Your application to rent was carefully considered, and we regret that we are unable to approve your application at this time for the following reason(s):

A. Your Income:

- Is below our minimum requirement.
Is insufficient to sustain payments on the amount of credit requested.
Could not be verified.

B. Your Employment:

- Is not of sufficient length to qualify.
Could not be verified.

C. Your Credit history:

- of making payments on time was not satisfactory.
Could not be verified.

D. Your Application:

- Lacks a sufficient number of credit references.
Lacks acceptable types of credit references.
Reveals that current obligations are excessive in relation to income.
Other:

E. Information Obtained from An Investigative Consumer Report:

- !Eviction history.
!Criminal history information that was considered after other criteria specified.
!Other:

2. Applicant's Rights:

A. Contact Consumer Reporting Agency: The consumer reporting agency(ies) from whom we obtained the information that influenced our decision in whole or in part is/are indicated below. The reporting agency played no part in our decision and is unable to supply specific reasons why your application was denied. You have a right under the Fair Credit Reporting Act to know the information contained in your consumer report at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to the consumer reporting agency(ies) indicated.

- Equifax P.O. Box 105873, Atlanta, GA 30348; (800) 685-1111; www.equifax.com
Experian P.O. Box 2194, Allen, TX 75013-2104; (888) 397-3741; www.experian.com
Trans Union P.O. Box 1000, Chester, PA 19022; (800) 888-4213; www.transunion.com
Other:



B.  **Contact Provider of Credit Score:** We have also obtained your credit score from the consumer reporting agency(ies) indicated above and used it in making our credit decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score \_\_\_\_\_ Date: \_\_\_\_\_

Scores range from a low \_\_\_\_\_ to a high of \_\_\_\_\_

Key factors that adversely affected your credit score: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of recent inquiries on credit report as a key factor, \_\_\_\_\_  
\_\_\_\_\_

If you have any questions regarding your score, you should contact the entity(ies) indicated on page 1.

C.  **Contact Other Provider of Credit Information:** The credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. You have a right to receive this information within 30 days after making the request.

**NOTICE.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If you have any questions regarding this notice, you should contact the person indicated below:

\_\_\_\_\_  
Landlord or Manager or Agent Signature DRE Lic. # \_\_\_\_\_  
Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 12/19)

Date \_\_\_\_\_, \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) agree as follows (“Agreement”):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: \_\_\_\_\_ (“Premises”).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_
C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_.

2. TERM: The term begins on (date) \_\_\_\_\_ (“Commencement Date”). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant’s last known address; or (iii) by email, if provided in Tenant’s application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid. (Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any local rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ \_\_\_\_\_ per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or (if checked) \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month’s Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by (if checked) personal check, (if checked) money order, (if checked) cashier’s check, made payable to \_\_\_\_\_, (if checked) wire/electronic transfer, or (if checked) other \_\_\_\_\_.
(2) Rent shall be delivered to (name) \_\_\_\_\_ at (address) \_\_\_\_\_ (whose phone number is) \_\_\_\_\_. (or at any other location subsequently specified by Landlord in writing to Tenant) (and (if checked), rent may be paid personally, between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days \_\_\_\_\_. (3) If any payment is returned for non-sufficient funds (“NSF”) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by (if checked) money order, or (if checked) cashier’s check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be (if checked) transferred to and held by the Owner of the Premises, or (if checked) held in Owner’s Broker’s trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant’s default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner’s Broker’s trust account, and Broker’s authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant’s Initials (\_\_\_\_)(\_\_\_\_)

Landlord’s Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by  personal check,  money order, or  cashier's check,  wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from _____ to _____ (date)					
*Security Deposit					
Other _____					
Other _____					
Total _____					

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or  \_\_\_\_\_) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_% of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: \_\_\_\_\_

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows: \_\_\_\_\_

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_

except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- B. **Gas Meter:** The Premises does not have a separate gas meter.
- C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

**(Check all that apply:)**

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within **3 days** after execution of this Agreement;  prior to the Commencement Date;  within **3 days** after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within **3 (or  \_\_\_\_\_) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or  \_\_\_\_\_) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

**14. SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

**15. RULES/REGULATIONS:**

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
  - 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
  - OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

**16.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

**B.** If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

**C. (Check one)**

**1.** Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_.

**OR**  **2.** Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

**17. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaidd Rent.

**18. KEYS; LOCKS:**

**A.** Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):

\_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),  
 \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_  
 \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_.

**B.** Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

**C.** If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**19. ENTRY:**

**A.** Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.

**B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

**C.**  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

**20. PHOTOGRAPHS AND INTERNET ADVERTISING:**

**A.** In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.

**B.** Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

**21. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

**22. ASSIGNMENT; SUBLETTING:** **A.** Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. **B.** This prohibition also applies ( does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. **C.** Any violation of this prohibition is a non-curable, material breach of this Agreement.

**23. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**24. POSSESSION:**

**A.** (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit.

- or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
- B.  Tenant is already in possession of the Premises.

**25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

**26. BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

**27. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

**28. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

**29. INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C.  Tenant shall obtain liability insurance, in an amount not less than \$ \_\_\_\_\_, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

**30. WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.

**31. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

**32. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: _____	Tenant: _____
_____	_____
_____	_____
_____	_____

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- 33. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 34. REPRESENTATION**  
**A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; **(ii)** After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.  
**B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
- 35. MEDIATION:**  
**A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.  
**B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.  
**C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 36. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 35A.
- 37. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 38. STATUTORY DISCLOSURES:**  
**A.**  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.  
**B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**  
1.  Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.  
2.  Premises is a house. Tenant is responsible for periodic pest control treatment.  
**C.**  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.  
**D. BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.  
**E. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)  
**F.**  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.  
**G.**  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.  
**H. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- 39. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.
- 40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

LR REVISED 12/19 (PAGE 6 OF 8)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**41. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
Listing Agent: (Print firm name) \_\_\_\_\_ is the agent of \_\_\_\_\_  
(check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
Leasing Agent: (Print firm name) \_\_\_\_\_ (if not same as Listing Agent)  
is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**42.  TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

**43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**44. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

**45. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

**46. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

- Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
- Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Landlord in Default Addendum (C.A.R. Form LID);
- Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);
- Rent Cap and Just Cause Eviction Control Addendum (C.A.R. Form RCJCRECA)

Other: \_\_\_\_\_  
\_\_\_\_\_

**47. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**48.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ agreement (C.A.R. Form ITA). Landlord and Tenant acknowledge receipt of the attached interpreter/translator

**49.** The Premises is being managed by Owner, (or, if checked):

- Listing firm in box below
- Leasing firm in box below
- Property Management firm immediately below

Real Estate Broker (Property Manager) \_\_\_\_\_ DRE Lic# \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic# \_\_\_\_\_

Address \_\_\_\_\_ Telephone# \_\_\_\_\_

**50. Tenant agrees to rent the Premises on the above terms and conditions.**

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**51. Landlord (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

**B.** Agency relationships are confirmed in paragraph 40.

**C. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)**  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020





I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application as a (check one) [ ] tenant, [ ] tenant with co-tenant(s) or [ ] guarantor/co-signor.

Total number of applicants \_\_\_\_\_

2. PREMISES INFORMATION

Application to rent property at \_\_\_\_\_ ("Premises")

Rent: \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

3. PERSONAL INFORMATION

A. FULL NAME OF APPLICANT \_\_\_\_\_

B. Date of Birth \_\_\_\_\_ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. 1. Driver's license No. \_\_\_\_\_ State \_\_\_\_\_ Expires \_\_\_\_\_

2. See section II, 2 for Social Security Number/Tax Identification Numbers. Such number shall be provided upon request from Landlord/Manager/Agent.

D. Phone number: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E. Email \_\_\_\_\_

F. Name(s) of all other proposed occupant(s) and relationship to applicant \_\_\_\_\_

G. Pet(s) (Other than service or companion animals) (number and type) \_\_\_\_\_

H. Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ License No. \_\_\_\_\_ State \_\_\_\_\_ Color \_\_\_\_\_

Other vehicle(s): \_\_\_\_\_

I. In case of emergency, person to notify \_\_\_\_\_

Relationship \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? [ ] No [ ] Yes Type \_\_\_\_\_

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? [ ] No [ ] Yes

If yes, explain \_\_\_\_\_

L. Has applicant or any proposed occupant ever been asked to move out of a residence? [ ] No [ ] Yes

If yes, explain \_\_\_\_\_

M. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony within the last seven years? [ ] No [ ] Yes

If yes, explain \_\_\_\_\_

(After completing a credit review, Landlord may consider the nature of the felony and the length of time since it occurred so long as the felony is directly related to the applicant's ability to meet its obligations under the lease terms, and any other relevant mitigating information pursuant to 2 CCR §12266.)

4. RESIDENCE HISTORY

Current address \_\_\_\_\_ Previous address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

From \_\_\_\_\_ to \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

Name of Landlord/Manager \_\_\_\_\_ Name of Landlord/Manager \_\_\_\_\_

Landlord/Manager's phone \_\_\_\_\_ Landlord/Manager's phone \_\_\_\_\_

Do you own this property? [ ] No [ ] Yes Did you own this property? [ ] No [ ] Yes

Reason for leaving current address \_\_\_\_\_ Reason for leaving this address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

**5. EMPLOYMENT AND INCOME HISTORY**

Current employer \_\_\_\_\_ Previous employer \_\_\_\_\_  
Current employer address \_\_\_\_\_ Prev. employer address \_\_\_\_\_  
From \_\_\_\_\_ To \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_  
Supervisor \_\_\_\_\_ Supervisor \_\_\_\_\_  
Supervisor phone \_\_\_\_\_ Supervisor phone \_\_\_\_\_  
Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_ Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_  
Other income info \_\_\_\_\_ Other income info \_\_\_\_\_

**6. CREDIT INFORMATION**

Name of creditor	Account number	Monthly payment	Balance due

Name of bank/branch	Account number	Type of account	Account balance

**7. PERSONAL REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Length of acquaintance \_\_\_\_\_ Occupation \_\_\_\_\_

**8. NEAREST RELATIVE(S)**

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Relationship \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_ Relationship \_\_\_\_\_

**9.** Applicant understands and agrees that: **(i)** this is an application to rent only and does not guarantee that applicant will be offered the Premises; **(ii)** Landlord or Manager or Agent may receive more than one application for the Premises and, will select the best qualified applicant; and **(iii)** Applicant will provide a copy of applicant’s driver’s license or other acceptable identification upon request.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: **(i)** verify the information provided; **(ii)** obtain a credit report on applicant; and **(iii)** obtain an “Investigative Consumer Report” (“ICR”) on and about applicant. An ICR may include, but not be limited to, criminal background checks, reports on unlawful detainers, bad checks, fraud warnings, and employment and tenant history. By signing below, you also acknowledge receipt of the attached NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW (C.A.R. form BIRN).

Please check this box if you would like to receive, at no charge, a copy of an ICR or consumer credit report if one is obtained by the Landlord/Manager/Agent whenever you have a right to receive such a copy under California law.

**10.** Applicant further authorizes Landlord or Manager or Agent to disclose information to prior or subsequent owners and/or agents with whom applicant has had, or intends to have, a rental relationship.

If application is not fully completed, or if section II, 2 is applicable and the application is received without the full screening fee: **(i)** the application will not be processed, and **(ii)** the application and any portion of the screening fee paid will be returned.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

## II. SCREENING FEE

### THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

1.  Applicant will provide screening information and fee directly to Landlord/Manager/Agent's authorized screening service at \_\_\_\_\_.

**OR** 2.  Applicant has paid a nonrefundable screening fee of \$ \_\_\_\_\_, applied as follows: (The screening fee may not exceed \$30.00, adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index. A CPI inflation calculator is available on the Bureau of Labor Statistics website, www.bls.gov.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_;

\$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and

\$ \_\_\_\_\_ for processing.

Applicant Social Security Number/Tax Identification Number: \_\_\_\_\_.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

If 2 is selected, the undersigned has  has not received the screening fee indicated above.

Landlord or Manager Agent Signature: \_\_\_\_\_ DRE Lic.# \_\_\_\_\_

Date \_\_\_\_\_

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LRA REVISED 12/19 (PAGE 3 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Date Prepared: \_\_\_\_\_

1. EXCLUSIVE RIGHT TO SELL: \_\_\_\_\_ ("Seller") hereby employs and grants \_\_\_\_\_ ("Broker") beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period") the exclusive and irrevocable right to sell or exchange the real property described as \_\_\_\_\_

\_\_\_\_\_, situated in \_\_\_\_\_ (City), \_\_\_\_\_ (County), California, \_\_\_\_\_ (Zip Code), Assessor's Parcel No. \_\_\_\_\_ ("Property").

This Property is a manufactured (mobile) home. See addendum for additional terms.

This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

2. LISTING PRICE AND TERMS:

A. The listing price shall be: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

B. Listing Terms: \_\_\_\_\_

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either  \_\_\_\_\_ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or  \$ \_\_\_\_\_, AND \_\_\_\_\_, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within \_\_\_\_\_ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: \_\_\_\_\_

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either  \_\_\_\_\_ percent of the purchase price, or  \$ \_\_\_\_\_.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: \_\_\_\_\_

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: \_\_\_\_\_

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

Seller's Initials (\_\_\_\_)(\_\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_

**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. **(1) Leased Or Not Owned Items:** The following items are leased or not owned by Seller:

Solar power system       Alarm system       Propane tank       Water Softener  
 Other \_\_\_\_\_

**(2) Liened Items:** The following items have been financed and a lien has been placed on the Property to secure payment:

Solar power system       Windows or doors       Heating/Ventilation/Air conditioning system  
 Other \_\_\_\_\_

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

A. Broker is a participant/subscriber to \_\_\_\_\_ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked  is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Broker's/Agent's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: \_\_\_\_\_

- B.** MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS an appropriate form signed by Seller.  
 Seller elects to exclude the Property from the MLS as provided by C.A.R. Form SELM or the local equivalent form.
- C.** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:  
**(1) Property Availability On The MLS; Address On the MLS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet. Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.  
**(2) Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.  
**(a) Comments And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.  
**(b) Automated Estimate Of Value:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.  Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 6. SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
- 7. BROKER'S AND SELLER'S DUTIES:**
- A.** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 7C as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B.** Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.
- C.** Investigations and Reports: Seller agrees, within 5 (or \_\_\_\_\_) Days of the beginning date of this Agreement, to pay for the following pre-sale reports:  Structural Pest Control  General Property Inspection  Homeowners Association Documents  Other \_\_\_\_\_
- D.** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.
- 8. DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
- 9. AGENCY RELATIONSHIPS:**
- A. Disclosure:** The Seller acknowledges receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.
- C. Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_

- D. Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**10. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.

**11. PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or  if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. **Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images.** Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker and agrees that such Images are the property of Broker and that Broker may use such Images for advertising, including post sale and for Broker's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked)  Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

**12. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Seller does (or if checked  does not) authorize Broker to install a key safe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).

**13. SIGN:** Seller does (or if checked  does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

**14. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

**15. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 19A.

**16. ADDITIONAL TERMS:**  REO Advisory Listing (C.A.R. Form REOL)  Short Sale Information and Advisory (C.A.R. Form SSIA)

Trust Advisory (C.A.R. Form TA)

Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction

**17. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.

**19. DISPUTE RESOLUTION:**

- A. MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_

action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 19B.**

**B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

**C. ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

**20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: \_\_\_\_\_

**REPRESENTATIVE CAPACITY:** This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

**By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.**

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic.# \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT - "OPEN" (Non-Exclusive Authorization and Right to Sell) (C.A.R. Form RLAN, Revised 12/198)

Date Prepared: \_\_\_\_\_

1. NON-EXCLUSIVE RIGHT TO SELL: \_\_\_\_\_ ("Seller") hereby employs and grants \_\_\_\_\_ ("Broker") beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period") the non-exclusive and irrevocable right to sell or exchange the real property in the City of \_\_\_\_\_, County of \_\_\_\_\_, Assessor's Parcel No. \_\_\_\_\_, California, described as: \_\_\_\_\_ ("Property").

2. LISTING PRICE AND TERMS:

A. The listing price shall be: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

B. Additional Terms: \_\_\_\_\_

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either [ ] \_\_\_\_\_ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or [ ] \$ \_\_\_\_\_, AND \_\_\_\_\_, as follows:

(1) If during the Listing Period, or any extension, Broker procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within \_\_\_\_\_ calendar days (a) after the end of the Listing Period or any extension, or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller, enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller; however, shall have no obligation to Broker under this paragraph 3A(2) unless, not later than the end of the Listing Period or any extension thereof, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension, except as specified in paragraph 3G below.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: \_\_\_\_\_

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers: either [ ] \_\_\_\_\_ percent of the purchase price, or [ ] \$ \_\_\_\_\_; OR (ii) (if checked) [ ] as per Broker's policy.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding this Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: \_\_\_\_\_

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: \_\_\_\_\_

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

G. This is a non-exclusive agency listing. Seller reserves the right to sell the Property either directly to a purchaser, or through another broker, without any obligation to pay compensation to Broker, unless otherwise specified in paragraph 3C above or elsewhere in writing.



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

4. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_

**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

**B. (1) Leased Or Not Owned Items:** The following items are leased or not owned by Seller:

- Solar power system                       Alarm system                       Propane tank                       Water Softener
- Other \_\_\_\_\_

**(2) Liened Items:** The following items have been financed and a lien has been placed on the Property to secure payment:

- Solar power system                       Windows or doors                       Heating/Ventilation/Air conditioning system
- Other \_\_\_\_\_

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

**A.** Broker is a participant/subscriber to \_\_\_\_\_ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked  is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials (        ) (        )

Broker's/Agent's Initials (        ) (        )

**B.** MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form

Seller's Initials (        ) (        )



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

SELM or the local equivalent form).

- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- (1) **Property Availability On The MLS; Address On the MLS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet. Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

- (2) **Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.

- (a) **Comments And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.

- (b) **Automated Estimate Of Value:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.  Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

- 6. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

- 7. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required to (i) order reports and disclosures as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers. (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, referring to Broker all inquiries of any party interested in the Property except for those buyers for whom broker would not be entitled to compensation (paragraphs 3A, 3F). Seller is responsible for determining at what price to list and sell the Property. **Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.**

- 8. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

- 9. **AGENCY RELATIONSHIPS:**

- A. Disclosure: The Seller acknowledges receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraphs 3A and 3F.

- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

- D. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

- E. **Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- 10. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as nanny cams and hidden security cameras) and may claim an invasion of privacy. Seller is advised to post notices disclosing the

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

existence of security devices.

**11. PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or  if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others on Broker's website, the MLS, and other marketing sites. **Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images.** Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked)  Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

**12. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked  does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

**13. SIGN:** Seller does (or if checked  does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

**14. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

**15. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 19A.

**16. ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.

**19. DISPUTE RESOLUTION:**

- A. MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **Exclusions from this mediation agreement are specified in paragraph 19B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

**20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

**21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that (i) Seller is the owner of the Property, (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: \_\_\_\_\_

REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic.# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

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RESIDENTIAL LISTING AGREEMENT SELLER RESERVED (Authorization and Right to Sell) (C.A.R. Form RLASR, Revised 12/198)

Date Prepared: \_\_\_\_\_

1. SELLER RESERVED LISTING AGREEMENT: \_\_\_\_\_ ("Seller") hereby employs and grants \_\_\_\_\_ ("Broker") beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period") the exclusive and irrevocable agency right to sell or exchange the real property in the City of \_\_\_\_\_, County of \_\_\_\_\_, Assessor's Parcel No. \_\_\_\_\_, California, described as: \_\_\_\_\_ ("Property").

2. LISTING PRICE AND TERMS:

A. The listing price shall be: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

B. Listing Terms: \_\_\_\_\_

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either [ ] \_\_\_\_\_ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or [ ] \$ \_\_\_\_\_, AND \_\_\_\_\_, as follows:

(1) If during the Listing Period, or any extension, Broker or any other broker or agent procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within \_\_\_\_\_ calendar days (a) after the end of the Listing Period or any extension, or (b) after any cancellation of the Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller; however, shall have no obligation to Broker under this paragraph 3A(2) unless, not later than after the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension, except as specified in paragraph 3G below.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: \_\_\_\_\_.

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers: either [ ] \_\_\_\_\_ percent of the purchase price, or [ ] \$ \_\_\_\_\_; OR (ii) (if checked) [ ] as per Broker's policy.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: \_\_\_\_\_.

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: \_\_\_\_\_.

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

G. This is an exclusive agency listing. Seller reserves the right to sell the Property directly to a purchaser without any obligation to pay compensation to Broker, unless otherwise specified in paragraph 3C or elsewhere in writing.

4. ITEMS EXCLUDED AND INCLUDED:

A. Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL ITEMS EXCLUDED:** \_\_\_\_\_

**ADDITIONAL ITEMS INCLUDED:** \_\_\_\_\_

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

**B. (1) Leased Or Not Owned Items:** The following items are leased or not owned by Seller:

- Solar power system                       Alarm system                       Propane tank                       Water Softener
- Other \_\_\_\_\_

**(2) Liened Items:** The following items have been financed and a lien has been placed on the Property to secure payment:

- Solar power system                       Windows or doors                       Heating/Ventilation/Air conditioning system
- Other \_\_\_\_\_

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

**5. MULTIPLE LISTING SERVICE:**

**A.** Broker is a participant/subscriber to \_\_\_\_\_ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked  is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

**WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

**EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

**CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

**NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

**OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

**REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

**PRESENTING ALL OFFERS:** Seller understands that Broker must present all offers received for Seller's Property unless Seller gives **Seller's Initials** (\_\_\_\_\_) (\_\_\_\_\_) instructions to the contrary. **Broker's/Agent's Initials** (\_\_\_\_\_) (\_\_\_\_\_)

**B.** MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SELM or the local equivalent form).

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

- C. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- (1) Property Availability On The MLS; Address On the MLS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet. Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- (2) Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (a) Comments And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (b) Automated Estimate Of Value:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.  Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
6. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
7. **BROKER'S AND SELLER'S DUTIES:**
- A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in 7C as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.
- C. Investigations and Reports: Seller agrees, within 5 (or \_\_\_\_\_) Days of the beginning date of this Agreement, to pay for the following pre-sale reports:  Structural Pest Control  General Property Inspection  Homeowners Association Documents  Other \_\_\_\_\_.
- D. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.
8. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** The Seller acknowledges receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraphs 3A and 3F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- E. **Potentially Competing Sellers and Buyers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

- 10. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as nanny cams and hidden security cameras) and may claim an invasion of privacy. Seller is advised to post notice disclosing the existence of security devices.
- 11. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or  if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others on Broker's website, the MLS, and other marketing sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the Property may take photographs, videos or other images of the Property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked)  Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 12. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied Prospective Buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Seller does (or if checked  does not) authorize Broker to install a key safe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 13. SIGN:** Seller does (or if checked  does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
- 14. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 15. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 19A.
- 16. ADDITIONAL TERMS:**  REO Advisory Listing (C.A.R. Form REOL)  Short Sale Information and Advisory (C.A.R. Form SSIA)

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- 17. MANAGEMENT APPROVAL:** If an associate licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days After its execution.
- 18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
- 19. DISPUTE RESOLUTION:**
- A. MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 19B.
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 20. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their

Seller's Initials (\_\_\_\_)(\_\_\_\_)



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**21. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: \_\_\_\_\_

**REPRESENTATIVE CAPACITY:** This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. Seller **(i)** represents that the entity for which the individual is signing already exists and **(ii)** shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

**By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.**

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic.# \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LEASE AFTER SALE
Seller in Possession After Close of Escrow
(Intended for possession of 30 or more days)
(C.A.R. Form RLAS, Revised 12/19)

Date: \_\_\_\_\_ ("Buyer/Landlord") and \_\_\_\_\_ ("Seller/Tenant") have entered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled to occur on (date) \_\_\_\_\_ Buyer, as Landlord, and Seller, as Tenant, agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: \_\_\_\_\_ ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_
C. The personal property listed in the purchase agreement, maintained pursuant to paragraph 11, is included.

2. TERM: The term begins on the day after escrow closes on the purchase and sale agreement ("Commencement Date"), and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM. Tenant shall vacate the Premises upon termination of this Agreement, unless (i) Landlord and Tenant have signed a new agreement, (ii) mandated by any local rent increase cap or just cause eviction control under any state or local law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate pursuant to California Civil Code §1946.1. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

- A. Tenant agrees to pay, per month, \$ \_\_\_\_\_ for the term of the Agreement.
B. Rent is payable in advance on the 1st (or \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under 3B and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
D. PAYMENT: The Rent shall be paid by \_\_\_\_\_ personal check, \_\_\_\_\_ money order, \_\_\_\_\_ cashier's check, \_\_\_\_\_ through escrow (per escrow instructions), or \_\_\_\_\_ other \_\_\_\_\_, to (name) \_\_\_\_\_ (phone) \_\_\_\_\_ at (address) \_\_\_\_\_, (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days: \_\_\_\_\_. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by \_\_\_\_\_ money order, or \_\_\_\_\_ cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be paid by \_\_\_\_\_ personal check, \_\_\_\_\_ money order, \_\_\_\_\_ cashier check, \_\_\_\_\_ through escrow (see paragraph 5 below), \_\_\_\_\_ other \_\_\_\_\_. Security deposit will be \_\_\_\_\_ transferred to and held by Buyer, or \_\_\_\_\_ held in Buyer's Broker's trust account. (Note: The maximum amount that Landlord may receive as security deposit cannot exceed two months' Rent for unfurnished Premises, or three months' Rent for furnished Premises.)
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant's default in payment of Rent, which includes Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on the Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Landlord, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Landlord's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. ESCROW PAYMENT: (Check all that apply) \_\_\_\_\_ Security deposit, \_\_\_\_\_ First month's Rent, \_\_\_\_\_ Rent for the entire lease term (if lease term is at least 6 months), \_\_\_\_\_ Other, per escrow instructions, shall be paid out of Seller's proceeds from the escrow for the purchase of the Premises.

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check (NSF) may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or \_\_\_\_\_) calendar days after date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_% of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
B. Landlord and Tenant agree these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3, or prevent Landlord from

Tenant's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Landlord's Initials (\_\_\_\_\_) (\_\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

exercising any other rights and remedies under this Agreement, and as provided by law.

- 7. **PARKING:** The right to parking is (or  is not) included in the Rent charged pursuant to paragraph 3.
- 8. **STORAGE:** The right to storage is (or  is not) included in the Rent charged pursuant to paragraph 3. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
- 9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_ except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord.
- 10. **CONDITION OF PREMISES:** Tenant is the Seller of the Premises, has resided in the Premises and acknowledges that the Premises and all items in it are acceptable to Tenant. The condition of the Premises is as promised by the Seller/Tenant to the Buyer/Landlord pursuant to the purchase agreement and acknowledged in Buyer's final verification of condition, except \_\_\_\_\_.
- 11. **MAINTENANCE USE AND REPORTING:**
  - A. Tenant shall properly use, operate and safeguard Premises, including, if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detectors and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item on the property including carbon monoxide detectors and smoke alarms on the Premises. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
  - B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_.
  - C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_.
  - D.  Landlord  Tenant shall maintain \_\_\_\_\_.
  - E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
  - F. Personal property belonging to Seller at the Close of Escrow of the purchase of the Premises, and the following items, are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_.
- 12. **NEIGHBORHOOD CONDITIONS:** Tenant is the Seller of the Premises, has resided in the Premises and is aware of neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
- 13. **PETS:** Unless otherwise provided in California Civil Code § 54.2 or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except \_\_\_\_\_.
- 14. **RULES; REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- 15.  **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** The Premises is a unit in a condominium, planned unit development, or other common interest subdivision governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions, restrictions, bylaws, rules and regulations and decisions. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests, invitee or licensees of Tenant. Tenant is the Seller of the Premises, has resided in the Premises and is aware of and in possession of a Copy of the HOA rules and regulations.
- 16. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 23C, without Landlord's prior written consent: (i) Tenant shall not make any alterations or repairs in or about the Premises, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct the costs of any alterations or repairs; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
- 17. **KEYS; LOCKS:**
  - A. Tenant acknowledges possession of:
    - \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
    - \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_
    - \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_
  - B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**18. ENTRY:**

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors.
- B. Landlord and Tenant agree 24-hour written notice shall be reasonable and sufficient notice. However, if the purpose of the entry is to: (i) show the Premises to actual or prospective purchasers, the notice may be given orally provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises is for sale and oral notice may be given to show the Premises; or (ii) conduct an inspection of the Premises prior to the Tenant moving out, 48-hour written notice is required unless the Tenant waives the right to such notice; or (iii) enter in case of an emergency, Landlord or representative may enter Premises at any time without prior notice.
- C.  (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises, or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall at the option of Landlord terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

**22. STATUTORY DISCLOSURES:**

A.  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

**B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**

- 1.  Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 2.  Premises is a house. Tenant is responsible for periodic pest control treatment.

C.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F.  **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

G.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

**23. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons and personal Property belonging to Tenant; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others who have adequate insurance, licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

to termination. Paragraph 23C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure §1161 (2),(3), or (4).

- 24. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 23, in event of termination by Tenant prior to completion of the original term of this Agreement, if applicable, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 25. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If this Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. **INSURANCE:** A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C.  Tenant shall obtain liability insurance, in an amount not less than \$ \_\_\_\_\_, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.
- 28. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 29. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 30. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
 Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 31. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 32. **MEDIATION:**
  - A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.
- 33. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 32A agreed to by the parties.
- 34. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form.
- 35. **TIME OF ESSENCE; ENTIRE AGREEMENT:** Time is of this essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- 36. **AGENCY:**
  - A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:  
 Listing Agent: (Agent representing the Seller in the purchase agreement)  
 (Print firm name) \_\_\_\_\_ is the agent of  
 (check one):  the Tenant exclusively; or  both the Landlord and Tenant.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

Selling Agent: (Agent representing the Buyer in the purchase agreement)  
(Print firm name) \_\_\_\_\_ (if not same as Listing Agent) is the agent of (check one):  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**37. FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, tenant shall be provided a translation of this Agreement in the language used for negotiation.

**38. OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements are incorporated in this Agreement:  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Interpreter/Translator Agreement (C.A.R. Form ITA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);  Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

**39.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement, (C.A.R. Form ITA).

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant/Seller \_\_\_\_\_ Date \_\_\_\_\_  
Tenant/Seller \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_  
 Additional Signature Addendum attached (C.A.R. Form ASA)

Landlord/Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Landlord/Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Landlord Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
**A.** Brokers are not a party to the Agreement between Landlord and Tenant.  
**B.** Agency relationships are confirmed as above.

Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
(Agent representing the Buyer in the purchase agreement)  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
(Agent representing the Seller in the purchase agreement)  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**SELLER INSTRUCTION TO EXCLUDE LISTING  
FROM THE MULTIPLE LISTING SERVICE  
AND DAYS ON MARKET**  
(C.A.R. Form SELM, Revised 12/19)

This is an addendum ("Addendum") to the  Listing Agreement or  Other \_\_\_\_\_ ("Agreement")  
dated \_\_\_\_\_ on property known as \_\_\_\_\_ ("Property"),  
in which \_\_\_\_\_ is referred to as Seller  
and \_\_\_\_\_ is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the \_\_\_\_\_ Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.
2. **MANDATORY SUBMISSION TO MLS:** The MLS generally requires brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property or vacant lots to the MLS within **2 (or  \_\_\_\_\_) Days** of obtaining all necessary signatures of the seller(s) on the listing agreement unless Broker submits to the MLS an instruction signed by Seller (such as this form or a local equivalent form) excluding the listing from the MLS.
3. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers who are participants or subscribers to the MLS, or a reciprocal MLS, and potential buyer clients of those agents and brokers. The MLS may further transmit the MLS database to Internet sites that post property listings online.
4. **CLOSED/PRIVATE LISTING CLUBS OR GROUPS:** The MLS provides broad exposure for a listed property. Closed or private listing clubs or groups are not the same as the MLS: They are accessible to a much more limited number of licensees and provide less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the seller's listing.
5. **IMPACT OF EXCLUSION OF PROPERTY FROM MLS:** If Property is excluded from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices who have access to that MLS, and their buyer clients, may not be aware that Seller's Property is offered for sale; (b) information about Seller's Property will not be transmitted to various real estate Internet sites used by the public to search for property listings; and (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
6. **IMPACT/REDUCTION OF EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers made and negatively impact the sales price.
7. **IMPACT ON DAYS ON MARKET (DOM):** For many MLS's use the term DOM to mean Days on Market, NOT Days on MLS. For those MLSs, the DOM calculated in the MLS, and reported to the various internet sites, will begin when marketing begins. As a general rule, the first Day on Market will be the beginning date of the Listing Agreement, which is either the beginning date identified on the Agreement, or the date of the last signature required to make the Agreement valid, whichever is later. The DOM may alternatively begin at a later date as long as NO MARKETING of the Property occurs. Marketing is any communication made to the public containing any information, details, price or terms of any potential sale of the Property, or any communication made to the public in regard to the Brokerage firm or Agent's representation of the Seller. Marketing includes, but is not limited to: Placing a sign on the Property, Internet Website posts, Social Media posts, Flyers or Advertising, Open Houses.
8. **SELLER OPT-OUT:** Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows (Check one):
  - A.  Market Property immediately but **DO NOT** submit Listing to the MLS for a period of \_\_\_\_\_ calendar days from the commencement of the listing or until \_\_\_\_\_ (date).
  - B.  Market Property immediately but **DO NOT** submit Listing to the MLS during the entire listing period provided for in the Agreement.
  - C.  **DO NOT** Market the Property immediately. Begin marketing the Property on \_\_\_\_\_ (date). Submit Listing to the MLS on \_\_\_\_\_ (date).
  - D. **On Market Date.** Many MLSs treat the date the Listing is submitted to the MLS or, the date marketing begins, whichever is earlier, as the "on market date" for the purpose of calculating the DOM.

**By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ BRE Lic. # \_\_\_\_\_

By (Broker or Office Manager) \_\_\_\_\_ BRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020





NOTICE OF CHANGE IN TERMS OF TENANCY (C.A.R. Form CTT, Revised 12/19)

To: \_\_\_\_\_ ("Tenant") and any other occupant(s) in possession of the premises located at: (Street Address) \_\_\_\_\_ (Unit/Apartment #) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises")

Note to Landlord: This form is intended to be used when the property is NOT subject to rent increase cap or just cause eviction control under any state or local law.

Under state law, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving this or any notice if (1) Landlord knows that the property is subject to a state or local rent increase cap or just cause eviction law or (2) Landlord is uncertain whether the exemptions identified in this paragraph apply to the property. Local rent control or just cause eviction control may impose additional restrictions.

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on \_\_\_\_\_, whichever is later.

All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ \_\_\_\_\_ per month. (NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on \_\_\_\_\_, whichever is later.)

2. Security deposit shall be increased by \$ \_\_\_\_\_.

3. [ ] Rent Cap and Just Cause Addendum (C.A.R. form RCJC) is attached and incorporated into the Lease.

34. Other: \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_ (Owner or Agent)

Landlord \_\_\_\_\_ Date \_\_\_\_\_ (Owner or Agent)

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_



**45. DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)  
In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

**If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 and A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.**

**A1.**  **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

**A2.**  **Service by first class mail (for changes to rent only).** A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above.

**B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**

**Substituted service (for changes to lease other than rent).** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed, **by first class mail, postage prepaid**, to the Tenant at the Premises.

**C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**

**Post and mail (for changes to lease other than rent).** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, **by first class mail, postage prepaid**, to the Tenant at the Premises.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

(Keep a copy for your records.)

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





EXTENSION OF LEASE (C.A.R. Form Revised EL 12/19)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease
[ ] other \_\_\_\_\_ ("Lease"),
dated \_\_\_\_\_, on property known as \_\_\_\_\_
\_\_\_\_\_ ("Premises"),
in which \_\_\_\_\_ is referred to as ("Tenant")
and \_\_\_\_\_ is referred to as ("Landlord").

Note to Landlord: If the Premises are subject to any rent increase cap under any state or local law, Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to using this form to modify any of the existing terms of the Lease.

The terms of the tenancy are changed as follows. Unless otherwise provided, the change shall take effect on the date the Lease was scheduled to terminate.

- 1. EXTENSION OF TERM: The scheduled termination date is extended to \_\_\_\_\_ (Date).
2. Rent shall be \$ \_\_\_\_\_ per month.
3. Security deposit shall be increased by \$ \_\_\_\_\_
4. [ ] Rent Cap and Just Cause Addendum (C.A.R. form RCJC) is attached and incorporated into the Lease.
5. ADDITIONAL TERMS: \_\_\_\_\_

By signing below, Tenant and Landlord acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Extension of Lease.

Tenant \_\_\_\_\_ Date \_\_\_\_\_
Tenant \_\_\_\_\_ Date \_\_\_\_\_
Landlord \_\_\_\_\_ Date \_\_\_\_\_
Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





**INTERIM OCCUPANCY AGREEMENT**  
**Buyer in Possession Prior to Close of Escrow**  
(C.A.R. Form IOA, Revised 12/19)

Date: \_\_\_\_\_, \_\_\_\_\_ (“Seller/Landlord”) and \_\_\_\_\_ (“Buyer/Tenant”) have entered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled to occur on \_\_\_\_\_ (date). Seller, as Landlord, and Buyer, as Tenant, agree as follows:

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: \_\_\_\_\_ (“Premises”).
- B. The Premises are for the sole use as a personal residence by the following named persons **only**: \_\_\_\_\_
- C. The personal property listed in the purchase agreement, maintained pursuant to paragraph 11, is included.

**2. TERM:** The term begins on (date) \_\_\_\_\_ (“Commencement Date”) and shall terminate at \_\_\_\_\_ AM/ PM on the earliest of: **(a)** the date scheduled for close of escrow of the purchase agreement as specified above, or as modified in writing; or **(b)** mutual cancellation of the purchase agreement. Tenant shall vacate the Premises upon termination of this Agreement, unless: **(i)** Landlord and Tenant have signed a new agreement, **(ii)** mandated by **any local rent increase cap or just cause eviction control under any state or local law**, or **(iii)** Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate pursuant to California Civil Code § 1946.1. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

- A. Tenant agrees to pay \$ \_\_\_\_\_ per month for the term of this Agreement.
- B. Rent is payable in advance on the **1st (or  \_\_\_\_\_) day** of each calendar week, and is delinquent on the next day; or  in full at close of escrow; or  \_\_\_\_\_.
- C. **PAYMENT:** The Rent shall be paid by  personal check,  money order,  cashier’s check,  through escrow (per escrow instructions), or  other \_\_\_\_\_, to (name) \_\_\_\_\_ (phone) \_\_\_\_\_ at (address) \_\_\_\_\_, (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days: \_\_\_\_\_. If any payment is returned for non-sufficient funds (“NSF”) or because tenant stops payment, then, after that: **(i)** Landlord may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by  money order, or  cashier’s check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be  transferred to and held by Seller;  held in Seller’s Broker’s trust account; or  held in escrow (per escrow instructions).
- B. **(1)** If the tenancy is terminated due to the close of escrow by Buyer under the purchase agreement, the full amount of the security deposit, less any deductions below, shall be credited to Buyer’s down payment on the purchase (or, if checked  returned to Buyer from Seller’s proceeds in escrow). If required by lender for closing, Seller shall place the security deposit into escrow prior to the signing of loan documents by Buyer.  
**(2)** All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant’s default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 Days after written notice is delivered to Tenant.  
**(3)** Within 21 days after Tenant vacates the Premises, Landlord shall: **(i)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition; and **(ii)** return any remaining portion of the security deposit to Tenant.
- C. **Except when escrow closes, security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local Law.
- E. If the security deposit is held by Seller, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Seller’s Broker’s trust account, **and** Broker’s authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to \_\_\_\_\_ shall be paid by  personal check,  money order,  cashier’s check, or  through escrow (per escrow instructions).

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
<b>Total</b>				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months’ Rent for unfurnished premises, or three months’ Rent for furnished premises.

Tenant’s Initials (\_\_\_\_)(\_\_\_\_)

Landlord’s Initials(\_\_\_\_)(\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

**6. LATE CHARGE; RETURNED CHECKS:**

- A.** Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or  \_\_\_\_\_) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B.** Landlord and Tenant agree these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

**7. PARKING: (Check A or B)**

- A.** Parking is permitted as follows: \_\_\_\_\_  
 The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

**OR**  **B.** Parking is not permitted on the Premises.

**8. STORAGE: (Check A or B)**

- A.** Storage is permitted as follows: \_\_\_\_\_  
 The right to storage space  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

**OR**  **B.** Storage is not permitted on the Premises.

**9. UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_ except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

**10. CONDITION OF PREMISES:** Tenant has examined Premises, all furniture, furnishings, appliances, landscaping, if any, and fixtures, including smoke detector(s).

**(Check all that apply):**

- A.** Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C.** Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or  \_\_\_\_\_) Days** after Commencement Date, not as a contingency of the Agreement but rather as an acknowledgment of the condition of the Premises.
- D.** Other: \_\_\_\_\_

**11. MAINTENANCE:**

- A.** Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.**  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.**  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.**  Landlord  Tenant shall maintain \_\_\_\_\_

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_.

**14. RULES;REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

**B. (If applicable, check one:)**

(1) Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ Days or \_\_\_\_\_.

**OR**  (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

**15.  (If checked) CONDOMINIUM;PLANNED UNIT DEVELOPMENT:**

A. The Premises is a unit in a condominium, planned unit, development or other common interest subdivision governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

**B. (Check one:)**

(1) Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ Days or \_\_\_\_\_.

**OR**  (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

**16. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 28C or pursuant to the purchase agreement, without Landlord's prior written consent: **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of repairs, alterations or improvements made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent. Tenant shall immediately notify Landlord if Tenant, individually or by or through others, commences any work on the Premises. Tenant shall be charged for any costs Landlord incurs to post and record a Notice of Non-Responsibility for any such work. Upon completion of any such work, Tenant shall notify Landlord. Tenant shall be charged for any costs Landlord incurs to post and record a Notice of Completion relating to any such work. Tenant agrees to indemnify, defend and hold harmless Landlord for any mechanic's lien attaching to the Premises or other claim resulting from any work ordered by Tenant.

**17. KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):

- \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
- \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_,
- \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_.

B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

**18. ENTRY:**

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows. 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 Days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required to **(i)** enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry or **(iii)** the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)



Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest herein, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall at the option of Landlord, terminate the Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

22.  **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

23.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.

24.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

25.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

26. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

27. **POSSESSION:**

A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B.  Tenant is already in possession of the Premises.

28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** If the tenancy is terminated due to any reason other than close of escrow by Buyer under the purchase agreement, upon termination of this Agreement:

A. Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination.

29. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

Tenant's Initials (\_\_\_\_)(\_\_\_\_)

Landlord's Initials (\_\_\_\_)(\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- 30. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 31. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If this Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 32. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 33. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 34. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 35. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
 Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 36. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 Days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 37. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

- 38. **MEDIATION:**
  - A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
  - B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
  - C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

39. **ATTORNEY FEES:** In any action or proceeding arising out of the Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 38A.

40. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable from agreed to by the parties.

41. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**  Interpreter/Translator Agreement (C.A.R. Form ITA); \_\_\_\_\_  
 Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)  
 The following ATTACHED supplements are incorporated into this Agreement:  Rent Cap and Just Cause Addendum (C.A.R. Form RCJC); \_\_\_\_\_

42. **TIME OF ESSENCE; ENTIRE AGREEMENT:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. The Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

**43. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Agent representing the Seller in the purchase agreement)  
(Print firm name) \_\_\_\_\_ is

the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Selling Agent: (Agent representing the Buyer in the purchase agreement)  
(Print firm name) \_\_\_\_\_ (if

not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**44.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpretator/translator agreement, (C.A.R. Form ITA).

**45. FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean, Vietnamese or pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

**46. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant/Buyer \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant/Buyer \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord /Seller \_\_\_\_\_ Date \_\_\_\_\_

Landlord /Seller \_\_\_\_\_ Date \_\_\_\_\_

Landlord Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**  
**A.** Brokers are not a party to the Agreement between Landlord and Tenant.  
**B.** Agency relationships are confirmed as above.

Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

(Agent representing the Buyer in the purchase agreement)

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

(Agent representing the Seller in the purchase agreement)

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





NOTICE TO QUIT (C.A.R. Form NTQ, Revised 12/19)

To: \_\_\_\_\_ (Tenant/Occupant) and any other occupant(s) in possession of the premises located at: \_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit Apartment #) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises")

Other notice address if different from Premises above: \_\_\_\_\_

Note to Landlord: This form is intended to be used when the property is NOT subject to rent increase cap or just cause eviction control under any state or local law.

Under state law, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: owned by a corporation: a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving this or any notice if (1) Landlord knows that the property is subject to a state or local rent increase cap or just cause eviction law or (2) Landlord is uncertain whether the exemptions identified in this paragraph apply to the property. Local rent control or just cause eviction control may impose additional restrictions.

Notice to the above-named person(s) and any other occupants of the above-referenced Premises: WITHIN 3 (OR [ ] \_\_\_\_\_ (BUT NOT LESS THAN 3)) DAYS from service of this Notice you are required to

1. Vacate the Premises and surrender possession.

If you do not give up possession by the required time, a legal action will be filed seeking damages and possession. NOTICE: Pursuant to California Civil Code, § 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/ credit obligations.

2. Forfeiture of the Lease.

The undersigned declares a forfeiture of the lease. The reason for sending this notice is the following NONCURABLE BREACH ONLY:

(Check all that apply)

- Violation of the lease covenant against subletting, assignment or committing waste.
Maintaining a nuisance.
Using the Premises for an unlawful purpose.
Occupant holding over after sale of the premises.
Tenant has failed to cure the following breach after being given notice under California Civil Code 1946.2: \_\_\_\_\_

Note: If the Premises is in a rent control jurisdiction, a different notice may be required.

Landlord/Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_
Landlord/Owner/Agent \_\_\_\_\_ Date \_\_\_\_\_
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



**3. DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (Date)

In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.  **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
  - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
  - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

(Keep a copy for your records.)

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





NOTICE OF TERMINATION OF TENANCY

(C.A.R. Form NTT, Revised 12/19)

To: \_\_\_\_\_ ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) \_\_\_\_\_
\_\_\_\_\_ (Unit/Apartment #) \_\_\_\_\_
(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises").

Note to Landlord: This form is intended to be used when the property is NOT subject to rent increase cap or just cause eviction control under any state or local law.

Under state law, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: • owned by a corporation; • a limited liability company with a corporate member; or • a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving this or any notice if (1) Landlord knows that the property is subject to a state or local rent increase cap or just cause eviction law or (2) Landlord is uncertain whether the exemptions identified in this paragraph apply to the property. Local rent control or just cause eviction control may impose additional restrictions.

CHECK THE BOX THAT APPLIES. CHECK ONE BOX ONLY.

- 1. [ ] The tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
OR 2. [ ] You have, or another tenant or resident has, resided in the Premises for less than one year. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
OR 3. [ ] All of the following must apply. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
A. Landlord has entered into a contract to sell the Premises to a natural person(s);
B. AND Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
C. AND Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
D. AND Escrow was opened 120 or fewer days prior to the delivery of this Notice;
E. AND Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
F. AND Tenant has not previously been given a notice of termination of tenancy.
OR 4. [ ] Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program. The tenancy, if any, in the premises is terminated 90 days from service of this notice or on \_\_\_\_\_ (whichever is later).

If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Landlord (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_
Landlord (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_



**DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)  
In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

**To comply with state law, service attempts must be done in the following order: A, then B, then C. As an alternative to that procedure, service may be done by completing D, but additional time should be provided to the notice.**

- A.  **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS**  
 **Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**  
 **Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**  
 **Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

(Keep a copy for your records)

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REAL ESTATE BUSINESS SERVICES, LLC.  
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525 South Virgil Avenue, Los Angeles, California 90020





NOTICE TO PERFORM COVENANT (CURE) OR QUIT (C.A.R. Form PCQ, Revised 12/19)

To: \_\_\_\_\_ ("Tenant")
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_
\_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit/Apartment #)
\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises").
Other notice address if different from Premises above: \_\_\_\_\_

Note to Landlord: This form is intended to be used when the property is NOT subject to rent increase cap or just cause eviction control under any state or local law.

Under state law, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving this or any notice if (1) Landlord knows that the property is subject to a state or local rent increase cap or just cause eviction law or (2) Landlord is uncertain whether the exemptions identified in this paragraph apply to the property. Local rent control or just cause eviction control may impose additional restrictions.

Notice to the above-named person(s) and any other occupants of the above-referenced Premises: WITHIN 3 (OR [ ] \_\_\_\_\_ (BUT NOT LESS THAN 3)) DAYS from service of this Notice you are required to either:

1. (A) Perform the following covenant or cure the following breach of your rental agreement: \_\_\_\_\_

(B) Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows:

(i) Past Due Amount: \$ \_\_\_\_\_ required by \_\_\_\_\_
\$ \_\_\_\_\_ required by \_\_\_\_\_
\$ \_\_\_\_\_ required by \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

(ii) If applicable, check, money order, draft or instrument, shall be made payable to: \_\_\_\_\_

(iii) Rent shall be delivered to: \_\_\_\_\_ (specific individual)
whose phone number is \_\_\_\_\_, at \_\_\_\_\_ (Address)

(iv) [ ] Rent may be delivered in person between the hours of \_\_\_\_\_ on the following days: \_\_\_\_\_

OR

2. Vacate the Premises and surrender possession.

If you do not perform, cure the breach, or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). NOTICE: Pursuant to California Civil Code, § 1785.26, you are hereby notified that a negative credit report reflecting on your credit



record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**3. DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)

In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A.  **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
  - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
  - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

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Reviewed by \_\_\_\_\_





NOTICE TO PAY RENT OR QUIT

(C.A.R. Form PRQ, Revised 12/16)

To: \_\_\_\_\_ ("Tenant")
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_
\_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit/Apartment #)
\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) ("Premises").

Other notice address if different from Premises above: \_\_\_\_\_

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 (OR [ ] (BUT NOT LESS THAN 3)) DAYS from service of this Notice you are required to either:

1. Pay Rent, which is past due, for the Premises in the amount specified below, as follows:

(i) Past Due Rent: \$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_
\$ \_\_\_\_\_ for the period \_\_\_\_\_ to \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

(ii) If applicable, check, money order, draft or instrument, shall be made payable to: \_\_\_\_\_

(iii) Rent shall be delivered to: \_\_\_\_\_ (specific individual)
whose phone number is \_\_\_\_\_, at \_\_\_\_\_
\_\_\_\_\_ (Address)

(iv) [ ] Rent may be delivered in person between the hours of \_\_\_\_\_
on the following days \_\_\_\_\_

OR 2. Vacate the Premises and surrender possession.

If you do not pay the past due amount or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). Landlord declares a forfeiture of the lease if past due rent is not paid and you continue to occupy the Premises. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

Landlord \_\_\_\_\_ Date \_\_\_\_\_
(Owner or Agent)

Landlord \_\_\_\_\_ Date \_\_\_\_\_
(Owner or Agent)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

3. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)

In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

A. [ ] Personal service. A copy of the Notice was personally delivered to the above named Tenant.

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S



**RESIDENCE OR USUAL PLACE OF BUSINESS.**

**Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.

**C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**

**Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of person serving Notice)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

(Keep a copy for your records.)

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