

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT (“FHA”)** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (“FEHA”)** California Government Code (“GC”) §§ 12900-12996, 12955; 2 California Code of Regulations (“CCR”) §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT (“Unruh”)** California Civil Code (“CC”) § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT (“ADA”)** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person’s belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code (“B&PC”) § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee’s real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords/Housing Providers
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations (“HOAs”);
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
  - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant’s ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children’s safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person’s protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; “channeling” or “steering” a prospective buyer or tenant to or away from a particular area due to that person’s protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. “Blockbusting” or causing “panic selling” by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;
  - E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);

- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/ neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://calcivilrights.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

**Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

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

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

Seller/Housing provider \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing provider \_\_\_\_\_ Date \_\_\_\_\_

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INDEPENDENT CONTRACTOR AGREEMENT (WITH BINDING ARBITRATION OPTION)

(C.A.R. Form ICA, Revised 12/24)

This Agreement, dated \_\_\_\_\_, is made between \_\_\_\_\_

(“Broker”)

and \_\_\_\_\_ (“Associate-Licensee”).

In consideration of the covenants and representations contained in this Agreement, Broker and Associate-Licensee agree as follows:

1. BROKER: Broker represents that Broker is duly licensed as a real estate broker by the State of California, [ ] doing business as \_\_\_\_\_ (firm name), [ ] a sole proprietorship, [ ] a partnership, or [ ] a corporation. Broker is a member of the \_\_\_\_\_ Association(s) of REALTORS®, and a participant to the \_\_\_\_\_ Multiple Listing Service(s). Broker shall keep Broker’s license current during the term of this Agreement.

2. ASSOCIATE-LICENSEE: Associate-Licensee represents that: (i) he/she is duly licensed by the State of California as a [ ] real estate broker, [ ] real estate salesperson, and (ii) he/she has not used any other names within the past five years, except \_\_\_\_\_. Associate-Licensee shall keep his/her license current during the term of this Agreement, including satisfying all applicable continuing education and provisional license requirements.

3. INDEPENDENT CONTRACTOR RELATIONSHIP:

A. Broker and Associate-Licensee intend that, to the maximum extent permissible by law: (i) This Agreement does not constitute an employment agreement by either party; (ii) Broker and Associate-Licensee are independent contracting parties with respect to all services rendered under this Agreement; and (iii) This Agreement shall not be construed as a partnership.

B. Broker shall not: (i) restrict Associate-Licensee’s activities to particular geographical areas, or (ii) dictate Associate-Licensee’s activities with regard to hours, leads, open houses, opportunity or floor time, production, prospects, sales meetings, schedule, inventory, time off, vacation, or similar activities, except to the extent required by law.

C. Associate-Licensee shall not be required to accept an assignment by Broker to service any particular current or prospective listing or parties.

D. Except as required by law: (i) Associate-Licensee retains sole and absolute discretion and judgment in the methods, techniques, and procedures to be used in soliciting and obtaining listings, sales, exchanges, leases, rentals, or other transactions, and in carrying out Associate-Licensee’s selling and soliciting activities, and for maintaining technical and legal compliance with Associate-Licensee’s own website(s); (ii) Associate-Licensee is under the control of Broker as to the results of Associate-Licensee’s work only, and not as to the means by which those results are accomplished; (iii) Associate-Licensee has no authority to bind Broker by any promise or representation; and (iv) Broker shall not be liable for any obligation or liability incurred by Associate-Licensee.

E. Associate-Licensee’s only remuneration shall be the compensation specified in paragraph 8.

F. Associate-Licensee who only performs as a real estate sales agent, shall not be treated as an employee for state and federal tax purposes. However, an Associate-Licensee who performs loan activity shall be treated as an employee for state and federal tax purposes unless the activity satisfies the legal requirements to establish an independent contractor relationship.

G. The fact the Broker may carry workers’ compensation insurance for Broker’s own benefit and for the mutual benefit of Broker and licensees associated with Broker, including Associate-Licensee, shall not create an inference of employment. (Workers’ Compensation Advisory: Even though a Real Estate salesperson may be treated as independent contractors for tax and other purposes, the California Labor and Workforce Development Agency considers them to be employees for workers’ compensation purposes. According to that Agency: (i) Broker must obtain workers’ compensation insurance for a real estate salesperson and (ii) Broker, not a Real Estate sales person, must bear the cost of workers’ compensation insurance. Penalties for failure to carry workers’ compensation include, among others, the issuance of stop-work orders and fines of up to \$1,000 per agent, not to exceed \$100,000 per company.)

4. LICENSED ACTIVITY:

A. All listings of property, and all agreements, acts or actions for performance of licensed acts, which are taken or performed in connection with this Agreement, shall be taken and performed in the name of Broker. Associate-Licensee agrees to and does hereby contribute all right and title to such listings to Broker for the benefit and use of Broker, Associate-Licensee, and other licensees associated with Broker.

B. Broker shall make available to Associate-Licensee, equally with other licensees associated with Broker, all current listings in Broker’s office, except any listing which Broker may choose to place in the exclusive servicing of Associate-Licensee or one or more other specific licensees associated with Broker.

C. Associate-Licensee shall provide and pay for all professional licenses, supplies, services, and other items required in connection with Associate-Licensee’s activities under this Agreement, or any listing or transaction, without reimbursement from Broker except as required by law.



- D. Associate-Licensee shall work diligently and with his/her best efforts to: (i) sell, exchange, lease, or rent properties listed with Broker or other cooperating Brokers; (ii) solicit additional listings, clients, and customers; and (iii) otherwise promote the business of serving the public in real estate transactions to the end that Broker and Associate-Licensee may derive the greatest benefit possible, in accordance with law.
- E. Associate-Licensee shall not commit any unlawful act under federal, state or local law or regulation while conducting licensed activity. Associate-Licensee shall at all times be familiar, and comply, with all applicable federal, state and local laws, including, but not limited to, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business to title companies, escrow companies, home inspection companies, pest control companies and other settlement service providers pursuant to the California Business and Professions Code and the Real Estate Settlement Procedures Acts (RESPA).
- F. Broker shall make available for Associate-Licensee's use, along with other licensees associated with Broker, the facilities of the real estate office operated by Broker at \_\_\_\_\_ and the facilities of any other office locations made available by Broker pursuant to this Agreement.
- G. **PROHIBITED ACTIVITIES:** Associate-Licensee agrees not to engage in any of the following Real Estate licensed activities without the express written consent of Broker:  
 Property Management;  Loan Brokerage  Business Brokerage;  \_\_\_\_\_

However, if Associate-Licensee has a Real Estate Broker's License, Associate-Licensee may nonetheless engage in the following prohibited activity(ies) only: \_\_\_\_\_ provided that (1) such prohibited activities are not done under the Broker's License, (2) no facilities of Broker (including but not limited to phones, fax, computers, and office space) are used for any such prohibited activities, (3) Associate-Licensee shall not use any marketing, solicitation or contact information that include Broker's name (including business cards) for such prohibited activities, (4) Associate-Licensee informs any actual or intended Principal for whom Associate-Licensee performs or intends to perform such prohibited activities the name of the broker under whose license the prohibited activities are performed, and (5) if Associate-Licensee is performing other permitted licensed activity for that Principal under Broker's license, then Associate-Licensee shall inform any actual or intended Principal for whom the prohibited activities are performed that the prohibited activities are not performed under Broker's license.

**5. PROPRIETARY INFORMATION AND FILES:**

- A. All files and documents pertaining to listings, leads and transactions are the property of Broker and shall be delivered to Broker by Associate-Licensee immediately upon request or termination of this Agreement.
- B. Associate-Licensee acknowledges that, other than practices and processes generally available in the real estate brokerage industry, Broker's method of conducting business is a protected trade secret.
- C. Associate-Licensee shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Associate-Licensee's association with Broker, or thereafter, any information gained for or from the business, or files of Broker.

- 6. **SUPERVISION:** Associate-Licensee, within 24 hours (or  \_\_\_\_\_ ) after preparing, signing, or receiving same, shall submit to Broker, or Broker's designated licensee: (i) all documents which may have a material effect upon the rights and duties of principals in a transaction; (ii) any documents or other items connected with a transaction pursuant to this Agreement in the possession of or available to Associate Licensee; and (iii) all documents associated with any real estate transaction in which Associate-Licensee is a principal.

- 7. **TRUST FUNDS:** All trust funds shall be handled through the Broker's trust account and in compliance with the Business and Professions Code, and other applicable laws.

**8. COMPENSATION:**

- A. **TO BROKER:** Compensation shall be charged to parties who enter into listing or other agreements for services requiring a real estate license:  as shown in "Exhibit A" attached, which is incorporated as a part of this Agreement by reference, or  as follows: \_\_\_\_\_

Any deviation which is not approved in writing in advance by Broker, shall be: (1) deducted from Associate-Licensee's compensation, if lower than the amount or rate approved above; and, (2) subject to Broker approval, if higher than the amount approved above. Any permanent change in commission schedule shall be disseminated by Broker to Associate-Licensee.

- B. **TO ASSOCIATE-LICENSEE:** Associate-Licensee shall receive a share of compensation actually collected by Broker, on listings or other agreements for services requiring a real estate license, which are solicited and obtained by Associate-Licensee, and on transactions of which Associate-Licensee's activities are the procuring cause, as follows:

- as shown in "Exhibit B" attached, which is incorporated as a part of this Agreement by reference, or
- other: \_\_\_\_\_

**C. PARTNERS, TEAMS, AND AGREEMENTS WITH OTHER ASSOCIATE-LICENSEES IN OFFICE:**

If Associate-Licensee and one or more other Associate-Licensees affiliated with Broker participate on the same side (either listing or selling) of a transaction, the commission allocated to their combined activities shall be divided by Broker and paid to them according to their written agreement. Broker shall have the right to withhold total compensation if there is a dispute between associate-licensees, or if there is no written agreement, or if no written agreement has been provided to Broker.

Broker's Initials \_\_\_\_\_ / \_\_\_\_\_ Associate-Licensee's Initials \_\_\_\_\_ / \_\_\_\_\_



- D. EXPENSES AND OFFSETS:** If Broker elects to advance funds to pay expenses or liabilities of Associate-Licensee, or for an advance payment of, or draw upon, future compensation, Broker may deduct the full amount advanced from compensation payable to Associate-Licensee on any transaction without notice. If Associate-Licensee's compensation is subject to a lien, garnishment or other restriction on payment, Broker shall charge Associate-Licensee a fee for complying with such restriction.
- E. PAYMENT:** (i) All compensation collected by Broker and due to Associate-Licensee shall be paid to Associate-Licensee, after deduction of expenses and offsets, immediately or as soon thereafter as practicable, except as otherwise provided in this Agreement, or a separate written agreement between Broker and Associate-Licensee. (ii) Compensation shall not be paid to Associate-Licensee until both the transaction and file are complete. (iii) Broker is under no obligation to pursue collection of compensation from any person or entity responsible for payment. Associate-Licensee does not have the independent right to pursue collection of compensation for activities which require a real estate license which were done in the name of Broker. (iv) Expenses which are incurred in the attempt to collect compensation shall be paid by Broker and Associate-Licensee in the same proportion as set forth for the division of compensation (**paragraph 8(B)**). (v) If there is a known or pending claim against Broker or Associate-Licensee on transactions for which Associate-Licensee has not yet been paid, Broker may withhold from compensation due Associate-Licensee on that transaction amounts for which Associate-Licensee could be responsible under **paragraph 13**, until such claim is resolved. (vi) Associate-Licensee shall not be entitled to any advance payment from Broker upon future compensation.
- F. UPON OR AFTER TERMINATION:** If this Agreement is terminated while Associate-Licensee has listings or pending transactions that require further work normally rendered by Associate-Licensee, Broker shall make arrangements with another associate-licensee to perform the required work, or Broker shall perform the work him/herself. The licensee performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Associate-Licensee's share of compensation. Except for such offset, Associate-Licensee shall receive the compensation due as specified above.
- 9. TERMINATION OF RELATIONSHIP:** Broker or Associate-Licensee may terminate their relationship under this Agreement at any time, with or without cause. After termination, Associate-Licensee shall not solicit prospective or existing clients or customers based upon company-generated leads obtained during the time Associate-Licensee was affiliated with Broker. Even after termination, this Agreement, inclusive of **paragraph 16**, shall govern all disputes and claims between Broker and Associate-Licensee connected with their relationship under this Agreement, including obligations and liabilities arising from existing and completed listings, transactions, and services.
- 10. AUTOMOBILE:** Associate-Licensee shall maintain automobile insurance coverage for liability and property damage in the following amounts \$ \_\_\_\_\_ / \$ \_\_\_\_\_. **The liability policy shall name Broker: (i) as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and (ii) as an additional insured, if available from the insurer.** A copy of the endorsement showing Broker as an **additional interest and an additional insured, if available,** shall be provided to Broker.
- 11. PERSONAL ASSISTANTS:** Associate-Licensee may make use of a personal assistant, provided the following requirements are satisfied. Associate-Licensee shall have a written agreement with the personal assistant which establishes the terms and responsibilities of the parties to the employment agreement, including, but not limited to, compensation, supervision and compliance with applicable law. The agreement shall be subject to Broker's review and approval. Unless otherwise agreed, if the personal assistant has a real estate license, that license must be provided to the Broker. Both Associate-Licensee and personal assistant must sign any agreement that Broker has established for such purposes.
- 12. OFFICE POLICY MANUAL:** If Broker's office policy manual, now or as modified in the future, conflicts with or differs from the terms of this Agreement, the terms of the office policy manual shall govern the relationship between Broker and Associate-Licensee.
- 13. INDEMNITY AND HOLD HARMLESS; NOTICE OF CLAIMS:**
- A.** Regarding any action taken or omitted by Associate-Licensee, or others working through, or on behalf of Associate-Licensee in connection with services rendered or to be rendered pursuant to this Agreement or real estate licensed activity prohibited by this agreement: (i) Associate-Licensee agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, awards, costs and attorney fees, arising therefrom and (ii) Associate-Licensee shall immediately notify Broker if Associate-Licensee is served with or becomes aware of a lawsuit or claim regarding any such action.
- B.** Any such claims or costs payable pursuant to this Agreement, are due as follows:
- Paid in full by Associate-Licensee, who hereby agrees to indemnify and hold harmless Broker for all such sums, or
- In the same ratio as the compensation split as it existed at the time the compensation was earned by Associate-Licensee  Other: \_\_\_\_\_
- Payment from Associate-Licensee is due at the time Broker makes such payment and can be offset from any compensation due Associate-Licensee as above. Broker retains the authority to settle claims or disputes, whether or not Associate-Licensee consents to such settlement.
- 14. ATTORNEY FEES:** In any action, proceeding, or arbitration between Broker and Associate-Licensee arising from or related to this Agreement, the prevailing Broker or Associate-Licensee shall be entitled to reasonable attorney fees and costs.
- 15. MEDIATION OF DISPUTES:** (1) Broker and Associate-Licensee agree to timely notify the other person and mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action. (2) If any dispute or claim is not resolved through mediation, or otherwise, Broker and Associate-Licensee may mutually agree to submit disputes involving commissions for property transactions to binding arbitration by the procedures and rules set forth in the California Code of Ethics and Arbitration Manual, a copy of which is available at the following link: <https://www.car.org/mlspro/Pro-Standards-Materials>

Broker's Initials \_\_\_\_\_ / \_\_\_\_\_ Associate-Licensee's Initials \_\_\_\_\_



**16. BINDING FINAL ARBITRATION, (ONLY IF INITIALED BY ASSOCIATE-LICENSEE IN THE BOX BELOW):**

- A. ARBITRATION OF DISPUTES:** All claims or disputes between Broker and Associate-Licensee, not resolved pursuant to **paragraph 15**, shall be submitted to binding arbitration in accordance with **paragraphs 16A-F**. Broker and Associate-Licensee, on behalf of him or herself and any assistants employed by Associate-Licensee, mutually agree to use confidential individual binding arbitration, instead of going to court, for any disputes or claims now in existence or that may exist in the future **(i)** that Associate-Licensee may have against Broker, his/her affiliates, and/or their current or former employees, and **(ii)** that Broker and/or his/her affiliates may have against Associate-Licensee his/her affiliates, and/or their current or former employees. Such claims would include, without limitation, any concerning the initiation of the work relationship, the pay or other compensation for the work performed, breach of contract, expenses, any claims by Broker or Associate-Licensee for violations of applicable law or regulations, the decision by Broker or Associate-Licensee to end the assignment, any claims for conversion and/or breach of fiduciary duty, as well as any claims that arise from or relate to Broker's classification of Associate-Licensee as an independent contractor rather than an employee. Such claims do not include disputes or claims which either Broker or Associate-Licensee may have against a Broker client, customer or other brokerages, or vice versa, including cross claims between Broker or Associate-Licensee in conjunction with such disputes. This Agreement to Arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.
- B. ARBITRATION RULES:** Except for those claims resolved by **paragraph 15**, all other claims covered by **paragraph 16A** shall be arbitrated pursuant to the then-current JAMS Expedited or Comprehensive Arbitration Rules and Procedures which are available at [www.jamsadr.com](http://www.jamsadr.com) (under the Rules/Clauses tab) or <https://www.car.org/riskmanagement/CalArbRules>. Notwithstanding any contrary provisions in those rules, however, Broker will pay all costs of the Arbitration that are in addition to or in excess of the amount that a party would need to pay if he/she filed a case in a court of law. Each party shall bear his or her own attorney fees and costs, except that the arbitrator may award a party attorney fees or costs if such an award is authorized by an applicable law or contract. Broker and Associate-Licensee agree that the arbitration will be conducted by a single arbitrator in the JAMS office (as applicable) closest to the county of the Broker's office with which the Associate-Licensee is or was associated (unless otherwise agreed).
- C. NOTICE AND TIMING; APPLICABLE LAW; FINDINGS:** The aggrieved party must file and give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be void and deemed waived. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the applicable state, or federal law, or both, as applicable to the claim(s) asserted including applicable California real estate law. In the event of a dispute, the arbitrator shall decide which substantive laws shall apply. The Arbitrator is authorized to award any remedy allowed by applicable law. The Arbitrator shall issue a written and signed statement of the basis of his or her decision, including findings of fact and conclusions of law.
- D. CLASS ACTION WAIVER: (i)** Broker and Associate-Licensee agree that any and all claims pursued against each other will be on an individual basis, and not on behalf of or as a part of any purported class, collective, representative, or consolidated action. Both Broker and Associate-Licensee hereby waive their right to commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective or group action in any court, arbitration proceeding, or any other forum, against the other. The parties agree that any claim by or against Broker or Associate-Licensee shall be heard in arbitration without joinder of parties or consolidation of such claim with any other person or entity's claim, except as otherwise agreed to in writing by Broker and Associate-Licensee. This Class Action waiver shall supersede any contrary agreements, statements or rules in the JAMS Rules. **(ii)** The waiver of Class Action claims and proceedings is an essential and material term of this arbitration agreement in this **paragraph 16**, and the parties agree that if it is determined that the waiver in this **paragraph 16D** is prohibited or invalid in its entirety in a case in which a class action, representative action or similar allegations have been made, then the remainder of **paragraph 16** shall also be void. If, however, some, but not all, of the waivers are found to be unenforceable for any reason in a case in which class action, representative action or similar allegations have been made, the Associate-Licensee's individual claims shall be decided in arbitration. Any class action, representative action or similar action as to which the class action waiver in this **paragraph 16D** is found to be unenforceable shall be decided in court and not in arbitration.
- E. CONFIDENTIALITY:** Broker and Associate-Licensee agree that all proceedings before the arbitrator will remain confidential between the parties, including but not limited to any depositions, discovery, pleadings, exhibits, testimony, or award. The confidentiality will not apply to any court proceeding in which either party seeks to confirm, correct, or vacate an arbitration award.
- F. ASSOCIATE-LICENSEE UNDERSTANDS AND AGREES TO ARBITRATION AND CLASS-ACTION WAIVER.** Associate-Licensee represents and warrants that he/she understands the meaning and effect of the arbitration and waiver agreements in this **paragraph 16** and has been provided a reasonable time and opportunity to consult with legal counsel regarding this agreement to arbitrate. Associate-Licensee hereby agrees to the provisions of these **paragraphs 16A-F**.

Associate Licensee's Initials \_\_\_\_\_ / \_\_\_\_\_

Broker's Initials \_\_\_\_\_ / \_\_\_\_\_ Associate-Licensee's Initials \_\_\_\_\_ / \_\_\_\_\_

**17. DEFINITIONS:** As use in this Agreement, the following terms have the meanings indicated.

- A. "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.
- B. "Compensation" means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.
- C. "Transaction" means a sale, exchange, lease, or rental of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

**18. ADDITIONAL PROVISIONS:** \_\_\_\_\_

**19. ENTIRE AGREEMENT:** All Prior agreements between the parties concerning their relationship as Broker and Associate-Licensee are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final and complete 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. This Agreement may not be amended, modified, altered, or changed except by a further agreement in writing executed by Broker and Associate-Licensee.

**By Signing below, Associate-Licensee and Broker acknowledge that each has read, understands, accepts, and has received a copy of this Independent Contractor Agreement.**

**ASSOCIATE-LICENSEE:**

Associate-Licensee \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**BROKER:**

Brokerage Firm \_\_\_\_\_ DRE Lic # \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

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INTERIM OCCUPANCY AGREEMENT
Buyer in Possession Prior to Close of Escrow
(Intended for possession of 30 or more days)
(C.A.R. Form IOA, Revised 12/24)

Date: \_\_\_\_\_ ("Seller/Housing Provider")
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 Housing Provider, and Buyer, as Tenant, agree as follows ("Agreement"):

1. PROPERTY:

A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, 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.

D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_

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) Housing Provider and Tenant have signed a new agreement, (ii) mandated by any rent increase cap or just cause eviction control under any state or local law, or (iii) Housing Provider 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 Housing Provider 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 Housing Provider 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 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 \_\_\_\_\_ personal check, \_\_\_\_\_ money order, \_\_\_\_\_ cashier's check, \_\_\_\_\_ through escrow (per escrow instructions), \_\_\_\_\_ wire/electronic transfer, or \_\_\_\_\_ other \_\_\_\_\_ made payable to \_\_\_\_\_

(2) Rent shall be delivered to (name) \_\_\_\_\_ (whose phone number is) \_\_\_\_\_ at (address) \_\_\_\_\_

(or at any other location subsequently specified by Housing Provider 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) Housing Provider 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.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit.

(The maximum amount of security deposit paid on or before initial occupancy, however designated, cannot exceed one month's Rent unless an exception applies. See Security Deposit Exception Disclosure and Addendum, C.A.R. Form SDDA, for additional information.)

B. Security deposit is in addition to any advance payment of first month's Rent. Security deposit law does not prohibit the payment of advance rent of not less than six months' rent if the term of the lease is six months or longer.

C. Security deposit will be \_\_\_\_\_ transferred to and held by Seller; or \_\_\_\_\_ held in Seller's Broker's trust account; or \_\_\_\_\_ held in escrow (per escrow instructions).

D. (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, Housing Provider 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.

E. 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.

F. No interest will be paid on security deposit unless required by local Law.





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

- G. 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,  through escrow (per escrow instructions), or  wire/electronic transfer.

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

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

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider 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 Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or  \_\_\_\_\_) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, 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. Housing Provider and Tenant agree these charges represent a fair and reasonable estimate of the costs Housing Provider 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. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider'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 Housing Provider 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, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.

OR  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.

OR  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 Housing Provider. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable phone 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's acknowledgment of the condition of these items is contained in an attached statement of conditions (C.A.R. Form MII).
  - B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII)  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 MII to Housing Provider within **3 (or  \_\_\_\_\_) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
  - C. Tenant will provide Housing Provider 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 acknowledgement of the condition of the Premises.
  - D. 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 Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, 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.  Housing Provider  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Housing Provider  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Housing Provider  Tenant shall maintain \_\_\_\_\_
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C, and 11D.**
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. Personal property belonging to the Seller/Housing Provider at the Close of Escrow of the purchase of the Premises shall be removed by Housing Provider and Buyer/Tenant shall provide access the following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: \_\_\_\_\_
- H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider 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 themselves 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 Housing Provider'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, Housing Provider 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 of common areas may be subject to a local non-smoking ordinance.
- C. **NO SMOKING** of any substance is allowing 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 Housing Provider 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) Housing Provider 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 is 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 Housing Provider 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 Housing Provider shall have the right to deduct such amounts from the security deposit.
- 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) Housing Provider 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.

**17. ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 24C**, without Housing Provider'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) Housing Provider 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 unpaid Rent.



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

**18. KEYS; LOCKS:**

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

<input type="checkbox"/> _____ key(s) to Premises,	<input type="checkbox"/> _____ remote control device(s) for garage door/gate opener(s),
<input type="checkbox"/> _____ key(s) to mailbox,	<input type="checkbox"/> _____,
<input type="checkbox"/> _____ key(s) to common area(s),	<input type="checkbox"/> _____.

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 Housing Provider. 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 Housing Provider or Housing Provider'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), 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 other (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

B. Housing Provider 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 Housing Provider 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 Housing Provider 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 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.

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 Housing Provider 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 take 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 Housing Provider has control over who views such Images nor what use viewers may make of the Images.

**21. SIGNS:** Tenant authorizes Housing Provider 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 storages spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider'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 Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider'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. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, 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 Housing Provider in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii) \_\_\_\_\_

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



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

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

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of 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 Housing Provider. 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 statement to Housing Provider prior to termination. Paragraph 24C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

25. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 24, 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. Housing Provider may withhold any such amounts from Tenant's security deposit.

26. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, 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 control, fumigation or other work, including bagging or storage 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.

27. 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 Housing Provider 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, Housing Provider 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 Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

28. INSURANCE:

- A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, 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 Housing Provider's insurer to avoid: (i) an increase in Housing Provider's 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 Housing Provider 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 Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal.

29. 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.

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

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

Housing Provider: \_\_\_\_\_ Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

32. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider'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.

33. MEDIATION:

- A. Consistent with paragraphs B and C below, Housing Provider 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. Housing Provider 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.

34. ATTORNEY FEES: In any action or proceeding arising out of the Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 33A.

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

36. STATUTORY DISCLOSURES:

- A.  MOLD AND DAMPNESS: Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.



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

- B. BED BUGS:** Housing Provider 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 Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website 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 Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- D. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- E. 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.
- F. OTHER MATERIAL FACTS:** \_\_\_\_\_

**G. ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

**37. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 25 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 2951 and 2955 of the Act.

**38. 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 and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all which shall constitute one and the same writing.

**39. AGENCY:**

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

**Housing Provider's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Housing Provider; or  both the Tenant and Housing Provider (Dual Agent).

**Housing Provider's Agent** \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Housing Provider's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**Tenant's Brokerage Firm** \_\_\_\_\_ License Number \_\_\_\_\_

Is the broker of (check one):  the Tenant; or  both the Tenant and Housing Provider (Dual Agent).

**Tenant's Agent** \_\_\_\_\_ License Number \_\_\_\_\_

Is (check one):  the Tenant's Agent. (salesperson or broker associate); or  both the Tenant's and Housing Provider's Agent (Dual Agent).

**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 Housing Provider and Tenant, who each acknowledge its receipt.

**C. SCOPE OF AGENCY RELATIONSHIP:** Housing Provider and Tenant acknowledge and agree that unless Otherwise Agreed in writing, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant related to the renting of the Premises is terminated upon Commencement Date.

**40. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider 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.

**41. RECEIPT:** If specified in paragraph 5, Housing Provider or Broker, acknowledges receipt of move-in funds.

**42. 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 LPD);  Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  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);  Offer of Tenant Positive Rental Payment Reporting (C.A.R. Form TRPR)

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

**43. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 46 or 47 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 Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party, upon request, 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).



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

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

Housing Provider 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 Housing Provider should accept; and **(f)** do not decide upon the length or other terms of tenancy. Housing Provider and Tenant agree they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

44.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Housing Provider and Tenant

acknowledge receipt of the attached interpretator/translator agreement, (C.A.R. Form ITA).

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

- Housing Provider's Brokerage Firm in Real Estate Brokerage section
- Tenant's Brokerage Firm in Real Estate Brokers section
- Property Management firm immediately below

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

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

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

46. **Tenant/Buyer agrees to rent the Premises on the above terms and conditions.**

**ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Tenants:** One or more Tenants is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Tenant:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 43** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_.

**TENANT SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Email \_\_\_\_\_ Phone # \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Tenant: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Email \_\_\_\_\_ Phone # \_\_\_\_\_

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



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

**47. Housing Provider/Seller agrees to rent the Premises on the above terms and conditions.**

**ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) Housing provider:** One or more Housing Providers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of Housing Provider:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 43** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_, \_\_\_\_\_.

**HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Housing Provider: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

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

Tenant's Initials \_\_\_\_\_ / \_\_\_\_\_ Housing Provider's Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS:**

**A.** Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider/Seller and Tenant/Buyer.

**B.** Agency relationships are confirmed in **paragraph 39**.

**C. BROKER COMPENSATION:** Unless Otherwise Agreed, compensation for this Interim Occupancy Agreement is included in any compensation received from purchase of the real property described in this Agreement, or  (if checked) the amount specified in a separate written agreement between **Principals and Brokers**.

Tenant's/Buyer's Brokerage Firm \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

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

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

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

Housing Provider's/Seller's Brokerage Firm \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

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

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

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

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

1. EXCLUSIVE RIGHT TO LEASE: \_\_\_\_\_ ("Rental Property Owner" or "RPO") hereby employs and grants \_\_\_\_\_ ("Broker") beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period") the exclusive and irrevocable right to lease or rent the real property in the City of \_\_\_\_\_, County of \_\_\_\_\_, California, described as \_\_\_\_\_ ("Premises").

2. LISTING TERMS:

- A. RENT AMOUNT: \_\_\_\_\_ Dollars \$ \_\_\_\_\_ per \_\_\_\_\_
B. SECURITY DEPOSIT \_\_\_\_\_ (see C.A.R. Form SDDA for more information regarding allowable amounts.) (NOTE: Prior to any tenancy, RPO is advised to take photographs to document the condition of the Premises.)
C. TYPE OF TENANCY: (Check all that apply):  Month-to-month;  One year  Other \_\_\_\_\_
D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property: \_\_\_\_\_
E. PERSONAL PROPERTY THAT WILL NOT BE MAINTAINED OR REPLACED BY RPO: The following items of personal property are being left on the Premises as a courtesy by RPO and are not warranted in any way, nor will they be maintained or replaced by RPO: \_\_\_\_\_
F. ITEMS EXCLUDED FROM LEASE/RENTAL:  Garage/Carport;  \_\_\_\_\_
G. ADDITIONAL TERMS: \_\_\_\_\_

3. COMPENSATION:

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 RPO and Broker.

- A. ADVISORY: Real estate commissions include all compensation and fees to Broker and are fully negotiable.
B. COMPENSATION TO BROKER: RPO agrees to pay to Broker as compensation for services, as specified below. (Does not include compensation, if any, to a broker representing tenant. See paragraph 3I):
(1) For fixed-term leases:
(A) (i) \_\_\_\_\_ percent of the total rent payments due under the term specified in paragraph 2C, (term shall be the term in the rental agreement if rental agreement is signed and tenant takes possession or is prevented from doing so by RPO); or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_
(B) RPO agrees to pay Broker additional compensation of \_\_\_\_\_, if a fixed term lease is extended or renewed for an additional fixed term. Payment is due upon such extension or renewal.
(2) For month-to-month rental: (i) \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \$ \_\_\_\_\_; or (iii)  \_\_\_\_\_
(3) For either a fixed term or month-to-month:
(A) Completed Lease Transaction or RPO Default: If during the Listing Period, or any extension, Broker, cooperating broker, RPO or any other person procures a ready, willing, and able Tenant(s) whose offer to lease/rent the Premises on any price and terms is accepted by RPO, provided the Tenant takes possession of the Premises under the terms of the lease or rental or is prevented from doing so by RPO. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period, or any extension.)
(B) Continuation of Right to Compensation for Broker Procured Tenant(s): If RPO, within \_\_\_\_\_ calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to RPO a signed, written offer to lease or rent the Premises. RPO, however, shall have no obligation to Broker under this subparagraph 3B(3)(B) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given RPO a written notice of the names of such Prospective Transferees.
(C) RPO Interference with Listing: If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of RPO during the Listing Period, or any extension.





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

**C. TENANT BREACH AND RPO RECOVERY OF DAMAGES:** If commencement of the lease or rental is prevented by a party to the transaction other than RPO, then compensation which otherwise would have been earned under **paragraph 3B** shall be payable only if and when RPO 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 the expenses of collection, if any.

**D. ADDITIONAL COMPENSATION:** In addition, RPO agrees to pay: \_\_\_\_\_

**E. COLLECTION OF COMPENSATION:** Broker may retain compensation due from any move-in payments made by Tenant to Broker pursuant to the lease or rental agreement. Broker is authorized to instruct Tenant to deduct the amount of Broker compensation from any move-in payment and make a separate payment to Broker for such amount.

**F.  COMPENSATION ON SUBSEQUENT SALE TO TENANT:** RPO agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to \_\_\_\_\_ percent of the selling price or total consideration in said transfer, whichever is greater (Does not include compensation, if any, to a broker representing tenant). Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.

**G.  ADDITIONAL COMPENSATION DUE BROKER IF TENANT IS UNREPRESENTED:**

- (1) For a fixed term lease, either  \_\_\_\_\_ percent of the total rent payments due under the lease or  \$ \_\_\_\_\_;  or \_\_\_\_\_; OR
- (2) For a month to month rental, either  \_\_\_\_\_ percent of amount specified in **paragraph 3B(2)** used to calculate Broker's percentage compensation, or  \$ \_\_\_\_\_; or  \_\_\_\_\_.

**H. COMPENSATION OBLIGATIONS TO OTHER RPO BROKERS:**

- (1) RPO warrants that RPO has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: \_\_\_\_\_
- (2) If Premises are leased or rented to anyone listed in **paragraph 3H(1)** during the time RPO is obligated to compensate another broker: **(i)** Broker is not entitled to compensation under this Agreement; and **(ii)** Broker is not obligated to represent RPO with respect to such transaction.

**I. COMPENSATION OBLIGATIONS TO TENANT BROKERS:** Many tenants do not have sufficient funds to pay RPO a security deposit and first month's rent and also pay their own broker compensation. RPO may be requested to include a term in the lease or rental agreement agreeing to pay a tenant's broker for services rendered in tenant entering into, and if applicable renewing, a lease or rental.

**4. TENANT PAYMENTS:**

**A.** The following are due and payable to RPO, unless otherwise specified:

- 1. First Month's Rent:  to Broker; due  at execution,  upon possession,  other \_\_\_\_\_
- 2. Security Deposit:  to Broker; due  at execution,  upon possession,  other \_\_\_\_\_
- 3. Other: \_\_\_\_\_  to Broker;  When due: \_\_\_\_\_
- 4. Other: \_\_\_\_\_  to Broker;  When due: \_\_\_\_\_

**B.  DIRECT ELECTRONIC RENTAL PAYMENTS:** If RPO permits Tenant to pay rent by direct deposit such as wire or electronic payment or other online method, RPO should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information.

**5. KEYSAFE/LOCKBOX:**  (If checked) RPO 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).

**6. SIGN:** (If checked)  RPO authorizes Broker to install a FOR LEASE sign on the Premises.

**7. MULTIPLE LISTING SERVICE:** Information about this listing will (or  will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. If not, then MLS rules may require an exclusion form, such as C.A.R Form SELM, be submitted to the MLS. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. RPO authorizes Broker to comply with all applicable MLS rules. 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.

**8. SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.

**9. OWNERSHIP, TITLE AND AUTHORITY:** RPO warrants that: **(i)** RPO is the legal RPO of the Premises; **(ii)** no other persons or entities have title to the Premises; and **(iii)** RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority: \_\_\_\_\_



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

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

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

**11. TAX WITHHOLDING AND REPORTING:**

- A. CALIFORNIA WITHHOLDINGS:** If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Broker in a calendar year, unless RPO completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. FEDERAL WITHHOLDINGS:** If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) RPO authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor RPO will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.
- C.** Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

**12. BROKER'S AND RPO'S DUTIES:**

- A. BROKER RESPONSIBILITY, AUTHORITY AND LIMITATIONS:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless RPO gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium.
- B. RPO DISCLOSURES:** RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within **3 Days** of completing (or  with) this Agreement. RPO authorizes Broker to provide tenant with the RPOD completed by RPO with any lease or rental agreement. **RPO agrees to complete a Rental Property Intake Form (C.A.R. Form RPOI) within 3 Days of request by Broker (or  attached).**
- C. RPO GOOD FAITH:** RPO agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to **3G**, and following all applicable fair housing laws. RPO is responsible for determining at what price and terms to list and lease or rent the Premises. RPO, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.
- D. INDEMNITY:** RPO agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, **(i)** for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; **(ii)** from any incorrect or incomplete information supplied by RPO; **(iii)** from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises, and **(iv)** actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.

**13. AGENCY RELATIONSHIPS:**

- A. Disclosure:** If the listing is for a tenancy in excess of one year or compensation is owed to Broker under **paragraph 3F**, RPO acknowledges receipt of the "Disclosure Regarding Agency Real Estate Relationship" form (C.A.R. Form AD).
- B. RPO Representation:** Broker shall represent RPO in any resulting transaction, except as specified in **paragraph 3H**.
- C. Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both RPO and Tenant. Broker shall, as soon as practicable, disclose to RPO any election to act as a dual agent representing both RPO and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker's firm, RPO hereby consents to Broker acting as a dual agent for RPO and such Tenant.
- D. Other RPOs:** RPO understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to RPO's Premises. RPO consents to Broker's representation of RPOs and tenants of other properties before, during and after the end of this Agreement.
- E. Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with RPO's and Tenant's execution of such lease.



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

**F. Termination of Agency Relationship:** RPO acknowledges and agrees that unless RPO and Broker enter into a separate property management agreement, Broker will not represent RPO in any manner regarding the management of the Premises. RPO further agrees that the representation duties of, and agency relationship with, Broker terminate at the earlier of (i) or (ii) Below:

(i) Entering into a rental or lease agreement for the Premises and, if checked, (choose all that apply)  Tenant occupancy,  delivering to Tenant keys or other means of entering the Premises,  Tenant walkthrough,  completion of Move In Inspection (such as C.A.R. Form MII or comparable form agreed-to by the parties); or (ii) If no lease is already entered into, at the expiration of this Agreement.

**14. ATTORNEY'S FEES:** In any action, proceeding or arbitration between RPO and Broker arising out of this Agreement, RPO and Broker shall be responsible for paying their own attorney's fees and costs except as provided in **paragraph 15A**.

**15. DISPUTE RESOLUTION:**

**A. MEDIATION:** (1) RPO 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. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) 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, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 14**. Exclusions from this mediation agreement are specified in **paragraph 15B**.

**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 RPO 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).

**16. MANAGEMENT APPROVAL:** If a salesperson or broker-associate enters this Agreement on Broker's behalf, Broker/Manager has the right to cancel this Agreement, in writing, within **5 calendar days** after its execution.

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

**18. ADDITIONAL TERMS:**

- A.  Rental Property Owner Disclosure (C.A.R. Form RPOD);
- B.  Rental Property Owner Intake Form (C.A.R. Form RPOI);
- C.  Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- D.  California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
- E.  Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
- F.  Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
- G. Other: \_\_\_\_\_

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

**20. 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 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 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.

**21. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, 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 Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, 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).



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

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

ENTITY RENTAL PROPERTY OWNERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) **Non-Individual (entity) RPO:** One or more RPOs is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

(3) **Contractual Identity of RPO:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 21 for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_, \_\_\_\_\_.

**RENTAL PROPERTY OWNER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of RPO: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Social Security/Tax ID # (for reporting purposes): \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of RPO: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

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

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Social Security/Tax ID # (for reporting purposes): \_\_\_\_\_

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

**BROKER SIGNATURE(S):**

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 Premises. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals**  
 (C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Residential Lease or Month-to-Month Rental Agreement,  Other: \_\_\_\_\_, dated \_\_\_\_\_, on property known as: \_\_\_\_\_ (“Property”) in which \_\_\_\_\_ is referred to as Buyer or Tenant and \_\_\_\_\_ is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the “Parties.”

**LEAD WARNING STATEMENT (SALE OR PURCHASE):** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL):** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of **known** lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA’S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER’S OR HOUSING PROVIDER’S DISCLOSURE:**

- A.** I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- B.** I (we) have no **records or** reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: \_\_\_\_\_  
 \_\_\_\_\_
- C.** I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet “Protect Your Family From Lead In Your Home” or an equivalent pamphlet approved for use in the State such as “The Homeowner’s Guide to Environmental Hazards and Earthquake Safety.”  
 For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
 Seller or Housing Provider Date

\_\_\_\_\_  
 Seller or Housing Provider Date



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

**2. LISTING AGENT’S ACKNOWLEDGMENT:**

Seller or Housing Provider’s Agent has informed Seller or Housing Provider of Seller’s or Housing Provider’s obligations under § 42 U.S.C. 4852d and is aware of Agent’s responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_ By \_\_\_\_\_  
Agent (Broker representing Seller or Housing Provider) Associate-Licensee or Broker Signature Date  
(Please print)

**3. BUYER’S OR TENANT’S ACKNOWLEDGMENT:**

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in paragraph 1 above
- (2) (if initialed) \_\_\_\_\_ / \_\_\_\_\_ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet “Protect Your Family From Lead In Your Home” or an equivalent pamphlet approved for use in the State such as “The Homeowner’s Guide to Environmental Hazards and Earthquake Safety.”
- C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.
- D. For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer or Tenant Buyer or Tenant Date

**4. BUYER OR TENANT AGENT’S ACKNOWLEDGMENT:**

Buyer or Tenant’s Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller’s or Housing Provider’s obligations under § 42 U.S.C. 4852d and is aware of Agent’s responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_ By \_\_\_\_\_  
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date  
(Please print)

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APPLICATION TO LEASE OR RENT/SCREENING FEE
(C.A.R. Form LRA, Revised 12/24)

I. APPLICATION TO RENT

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

1. Applicant is completing Application to Lease or Rent as a (check one) [ ] tenant, [ ] tenant with co-tenant(s) or [ ] guarantor/co-signor.
Total number of applicants \_\_\_\_\_

2. 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, paragraph 2C for Social Security Number/Tax Identification Numbers. Such number shall be provided upon request from Rental Property Owner, Authorized Broker or Agent, or Property Manager ("Housing Provider").

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

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

F. Name(s) of all other proposed occupant(s) \_\_\_\_\_

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 (other than occupants of applicant's household) \_\_\_\_\_
Relationship \_\_\_\_\_
Address \_\_\_\_\_ Phone \_\_\_\_\_

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

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

L. Has applicant or any proposed occupant ever been asked to move out of a residence?..... [ ] Yes [ ] No
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?..... [ ] Yes [ ] No
If yes, explain \_\_\_\_\_

(After completing a credit review, Housing Provider 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.)

3. RESIDENCE HISTORY

Current address \_\_\_\_\_ Previous address \_\_\_\_\_
City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_
From \_\_\_\_\_ to \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_
Name of Housing Provider \_\_\_\_\_ Name of Housing Provider \_\_\_\_\_
Housing Provider's phone \_\_\_\_\_ Housing Provider's phone \_\_\_\_\_
Do you own this property? [ ] Yes [ ] No Did you own this property? [ ] Yes [ ] No
Reason for leaving current address \_\_\_\_\_ Reason for leaving this address \_\_\_\_\_

4. EMPLOYMENT AND INCOME HISTORY

Current employer \_\_\_\_\_ Previous employer \_\_\_\_\_
Current employer address \_\_\_\_\_ Previous employer address \_\_\_\_\_
From \_\_\_\_\_ to \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_
Supervisor \_\_\_\_\_ Supervisor \_\_\_\_\_
Supervisor's phone \_\_\_\_\_ Supervisor's phone \_\_\_\_\_
Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_ Employment gross income \$ \_\_\_\_\_ per \_\_\_\_\_
Other income info \_\_\_\_\_ Other income info \_\_\_\_\_



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

**5. CREDIT INFORMATION**

**A. CREDITORS**

Name of Creditor: _____	Account _____
Monthly Payment: \$ _____	Balance Due: \$ _____
Name of Creditor: _____	Account _____
Monthly Payment: \$ _____	Balance Due: \$ _____
Name of Creditor: _____	Account _____
Monthly Payment: \$ _____	Balance Due: \$ _____
Name of Creditor: _____	Account _____
Monthly Payment: \$ _____	Balance Due: \$ _____

**B. BANKING**

Name of Bank/Branch: _____	Account No. _____
Type of Account: _____	Account Balance: \$ _____
Name of Bank/Branch: _____	Account No. _____
Type of Account: _____	Account Balance: \$ _____

**6. PERSONAL REFERENCES**

Name _____	Address _____	
Phone _____	Length of acquaintance _____	Occupation _____
Name _____	Address _____	
Phone _____	Length of acquaintance _____	Occupation _____

**7. NEAREST RELATIVE(S)**

Name _____	Address _____
Phone _____	Relationship _____
Name _____	Address _____
Phone _____	Relationship _____

8. 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)** Housing Provider may receive more than one application for the Premises 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 Housing Provider 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).

- If a screening fee is paid, the applicant will be provided a copy of the credit report obtained by Housing Provider within **7 days** of the Housing Provider receiving the report.
- If a screening fee is not paid, 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 Housing Provider whenever you **otherwise** have a right to receive such a copy under California law.

- **\*\*** If an applicant will be receiving a government rent subsidy to assist in the payment of rent, such as a Section 8 voucher, applicant may choose to provide lawful, verifiable, alternative evidence of reasonable ability to pay rather than have Housing Provider rely on a credit report. The applicant shall be given a reasonable time to provide the alternative documentation.

- Applicant will be receiving a rent subsidy pursuant to the following government program and elects to provide alternative documentation: \_\_\_\_\_

9. Applicant further authorizes Housing Provider to disclose information to prior, current, 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 \_\_\_\_\_

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

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





## II. PROPERTY INFORMATION AND SCREENING FEE

**THIS SECTION TO BE COMPLETED BY HOUSING PROVIDER** (applicant may fill in the "Premises" in **paragraph 1A** below):

### 1. PROPERTY INFORMATION

**A.** Applicant submits this application to lease or rent for the Premises located at \_\_\_\_\_ ("Premises") or  any prospective locations which may fit Applicant's rental criteria.

**B.** Rental Amount: \$ \_\_\_\_\_ Rent per month.

**C.** Proposed move-in date: \_\_\_\_\_.

### 2. SCREENING FEE: A rental unit is available or will be available within a reasonable period of time.

**A.**  Applicant will provide screening information and fee directly to Housing Provider's authorized screening service at: \_\_\_\_\_.

**OR B.**  Applicant shall pay screening fee of \$ \_\_\_\_\_ per applicant, directly to Housing Provider, applied as follows: (Civil Code § 1950.6 sets the maximum screening fee that can be charged, as adjusted annually by the Consumer Price Index. As an example, the maximum screening fee in **2024** was **\$62.02** per applicant, according to the **California Apartment Association**.)

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

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

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

(1)  Application received with the full screening fee in the amount of \$ \_\_\_\_\_.

(2) If application is received without the full screening fee: **(i)** Housing Provider will notify Applicant, **(ii)** the application will not be processed, and **(iii)** the application and any portion of the screening fee paid will be returned.

(3) If Housing Provider collects the screening fee, Housing Provider shall provide Applicant a receipt for the screening fee, itemizing out of pocket expenses and time spent. By signing below, Applicant agrees the receipt may be provided by personal delivery, mail, or email.

**C. (1)** Housing Provider shall return the entire screening fee if applicant is not selected for tenancy, regardless of the reason, within seven days of selecting another applicant for tenancy or within 30 days of when the application was submitted, whichever occurs first;

**OR (2)** If Housing Provider has a written screening criteria, and that criteria is disclosed to the applicant with the application ( screening criteria attached) and the first applicant meeting that criteria is approved for the tenancy, then,

**(i)** Housing Provider shall refund the entire screening fee within 7 days of failing to consider the application if the application is not actually considered;

**(ii)** As an alternative to **paragraph 2C(2)(i)** Housing Provider may offer to apply the screening fee to another rental unit being offered by the Housing Provider. In such a case, Housing Provider may retain the screening fee if the applicant does not meet the established, disclosed criteria;

**(iii)** Housing Provider may keep the screening fee if the application is considered and the applicant is not accepted because the applicant does not meet the established, disclosed criteria.

**D.**  Applicant shall provide Social Security Number/Tax Identification Number to Housing Provider.

The undersigned has read the foregoing section regarding the screening fee and acknowledges receipt of a completed copy.

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

\_\_\_\_\_  
Date

**Housing Provider acknowledges receipt of this entire Application to Lease or Rent/Screening Fee.**

By: \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_



The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement,  Other \_\_\_\_\_ (“Agreement”),  
dated \_\_\_\_\_, on property known as \_\_\_\_\_  
in which \_\_\_\_\_ is referred to as (“Seller”)  
and \_\_\_\_\_ is referred to as (“Broker”).

**1. MULTIPLE LISTING SERVICE:**

- A. 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. As set forth in **paragraph 3**, participants and subscribers conducting public marketing of a property listing must submit the property information 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, excepting offers of compensation. 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 or data sharing agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing 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.
- B. WHAT INFORMATION IS PROVIDED TO THE MLS BEFORE OR AFTER SALE:** All terms of the transaction, including sales price and, if applicable, financing and concessions, **(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.
- C. WHAT IS BROKER’S MLS?** Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in **paragraph 2E(1)** of the Agreement and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2E(1)** is not the primary MLS for the geographic area of the Property. When required by **paragraph 3** or by the MLS, Property will be listed with the MLS(s) specified.

**2. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

- A. 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. The MLS may further transmit the MLS database to internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** 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; **(iii)** 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; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and **(v) the scope of marketing will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.**
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. 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.

**3. PUBLIC MARKETING OF PROPERTY:**

- A. CLEAR COOPERATION POLICY:** Unless **paragraph 3F** is checked, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within **1 business day** of any public marketing. **This is because the MLSs have adopted the Clear Cooperation Policy of the National Association of REALTORS®. That policy seeks to maximize Seller profits by highlighting the importance of advertising listed properties in forums that are ultimately visible to the public.**
- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i)** Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. “COMING SOON” STATUS IMPACT ON MARKETING; Days on Market (DOM):**
- (1) Seller is advised to discuss with Broker the meaning of “Coming Soon” as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- (2) Seller does ( does not) authorize Broker to market the Property per the Coming Soon status in Broker’s MLS, if any.

**D. SELLER INSTRUCTS BROKER:**

- (1) Seller instructs Broker to market the Property to the public at the beginning of the Listing Period;
- OR (2)  Seller instructs Broker to begin marketing the Property to the public on \_\_\_\_\_ (date);
- OR (3)  Seller instructs Broker NOT to market the Property to the public. (MLS may require **its own** form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.

E. Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within **1 business day**.

F.  **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs utilized by Broker do not have a Clear Cooperation Policy that applies to the Property. **Paragraphs 3A-E** do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

4. **MLS DATA ON THE INTERNET:** 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. Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:

A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet (C.A.R. Form SELI). 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.

B. **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 (C.A.R. Form SELI). 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.

- (1) **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.
- (2) **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.

C. **SELLER ELECTION:**

(1) Seller authorizes the MLS to make all listing information available to internet sites;

OR (2)  Seller elects to opt out of certain internet features as provided by C.A.R. Form SELI or the local equivalent form.

5. **PHOTOGRAPHS:**

A. Visitors entering or touring the Property may take photographs, and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS 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.

B. **SELLER INSTRUCTION:**

(1) Visitors are not restricted from taking pictures of the Property;

OR (2)  Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing appraisal or inspection reports.

**The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Multiple Listing Service Addendum.**

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

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

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

By \_\_\_\_\_ Date \_\_\_\_\_

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**MOVE OUT INSPECTION**  
(C.A.R. Form MOI, Revised 12/24)

Property Address: \_\_\_\_\_, Unit No. \_\_\_\_\_.

Tenant(s): \_\_\_\_\_.

Move-Out Inspection Date: \_\_\_\_\_.

**NOTE TO HOUSING PROVIDER AND TENANT:** When completing this form check the Premises carefully. Items listed for each room category are examples of what might exist. Some properties may not have each item listed and some may have other items that are not listed. Unless otherwise checked, all items are in satisfactory condition. If not satisfactory, check the appropriate box, and beginning April 1, 2025 provide photographs of the unit (i) after possession is returned but prior to repairs or cleanings and (ii) after completion of any repairs or cleanings:

**O – OTHER                      D – DEPOSIT DEDUCTION                      N/A – NOT APPLICABLE (item is not included)**

**1. FRONT YARD/ EXTERIOR:**

	Move out condition			Comments
	O	D	N/A	
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walks/Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Porches/Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Mailbox	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Building Exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Tenant Remarks:** \_\_\_\_\_

**2. BACK/SIDE/YARD:**

Patio/Deck/Balcony	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Patio Cover(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pool/Heater/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Spa/Cover/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Tenant Remarks:** \_\_\_\_\_

**3. GENERAL CONDITION:**

Paint    \_\_\_\_\_

Cleaning  Professional  Clean  Other \_\_\_\_\_

Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_

**4. ENTRY:**

Screen/Security Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Tenant Remarks:** \_\_\_\_\_



**5. LIVING ROOM:**

- Doors/Knobs/Locks             \_\_\_\_\_
- Flooring/Baseboards           \_\_\_\_\_
- Walls/Ceilings                 \_\_\_\_\_
- Window Coverings             \_\_\_\_\_
- Window Locks/Screens          \_\_\_\_\_
- Light Fixtures/Fans            \_\_\_\_\_
- Switches/Outlets               \_\_\_\_\_
- Fireplace Equipment           \_\_\_\_\_
- Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_

**6. DINING ROOM:**

- Flooring/Baseboards           \_\_\_\_\_
- Walls/Ceilings                 \_\_\_\_\_
- Window Coverings             \_\_\_\_\_
- Window Locks/Screens          \_\_\_\_\_
- Light Fixtures/Fans            \_\_\_\_\_
- Switches/Outlets               \_\_\_\_\_
- Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_

**7. KITCHEN:**

- Flooring/Baseboards           \_\_\_\_\_
- Walls/Ceiling                   \_\_\_\_\_
- Window Coverings             \_\_\_\_\_
- Windows/Locks/Screens        \_\_\_\_\_
- Light Fixtures                 \_\_\_\_\_
- Switches/Outlets               \_\_\_\_\_
- Range/Fan/Hood                \_\_\_\_\_
- Oven                               \_\_\_\_\_
- Microwave                       \_\_\_\_\_
- Refrigerator                    \_\_\_\_\_
- Dishwasher                      \_\_\_\_\_
- Sink and disposal               \_\_\_\_\_
- Faucets and plumbing           \_\_\_\_\_
- Cabinets and counters          \_\_\_\_\_
- Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_

**8. HALL AND STAIRS:**

- Flooring/Baseboards           \_\_\_\_\_
- Walls/Ceiling                   \_\_\_\_\_
- Light Fixtures                 \_\_\_\_\_
- Switches/Outlets               \_\_\_\_\_
- Closet/Cabinets                \_\_\_\_\_
- Railings/Banisters             \_\_\_\_\_
- Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_

**9. LAUNDRY:**

- Faucets/Valves                 \_\_\_\_\_
- Plumbing/Drains               \_\_\_\_\_
- Cabinets/Counters             \_\_\_\_\_
- Other \_\_\_\_\_

**Tenant Remarks:** \_\_\_\_\_



**10. BEDROOMS:**

**BEDROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closet/Closet Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BEDROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closet/Closet Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BEDROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closet/Closet Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BEDROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Closet/Closet Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**Tenant Remarks for all bedrooms above:** \_\_\_\_\_

**11. BATHROOMS:**

**BATHROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights/Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet/Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucet/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel/TP Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BATHROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights/Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet/Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucet/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel/TP Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BATHROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights/Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet/Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucet/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel/TP Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**BATHROOM #** \_\_\_\_\_

Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lights/Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Toilet/Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Sink/Faucet/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Towel/TP Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	_____			

**Tenant Remarks for all bathrooms above:** \_\_\_\_\_



Move out condition:      O   D   N/A                      Comments                      O   D   N/A                      Comments

**12. OTHER ROOMS:**

Other Room _____				Other Room _____			
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closet/Closet Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____				_____			
Other _____				_____			

**Additional Other Rooms:** \_\_\_\_\_  
 \_\_\_\_\_  
**Tenant Remarks for all Other Rooms above:** \_\_\_\_\_  
 \_\_\_\_\_

**13. SYSTEMS/SAFETY/ SECURITY:**

Furnace/Thermostat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Air Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoke/CO Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Security Window Bars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**Tenant Remarks:** \_\_\_\_\_

**14. GARAGE/PARKING:**

Garage Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Door(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Driveway/Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Electrical/Exposed Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Window(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other Storage/Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other _____				_____

**Tenant Remarks:** \_\_\_\_\_

**15. KEYS, REMOTES AND DEVICES:** Provide description and number of keys/remotes/devices.  
 House Keys \_\_\_\_\_ Other Keys \_\_\_\_\_  
 Remotes/Devices \_\_\_\_\_

**16. PERSONAL PROPERTY:** \_\_\_\_\_

**17. ADDITIONAL FEATURES OR ITEMS INCLUDED; ATTACHMENTS:** \_\_\_\_\_  
 \_\_\_\_\_

**MOVE OUT SIGNATURES:**

**Housing Provider (Rental Property Owner or Agent):** \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**Tenant Forwarding Address** \_\_\_\_\_

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# MODIFICATION OF TERMS - BUYER REPRESENTATION AGREEMENT

(C.A.R. Form MT-BR, Revised 12/24)

The Buyer Representation Agreement (C.A.R. Form BRBC or PSRA) OR  Tenant Representation Agreement (C.A.R. Form TRBC),  Other \_\_\_\_\_ ("Representation Agreement") dated \_\_\_\_\_, between \_\_\_\_\_ ("Broker") and \_\_\_\_\_ ("Principal") is modified as follows:

**EXPIRATION DATE:** The expiration of the Representation Agreement is changed to: \_\_\_\_\_.

NOTE: Any renewal of a Buyer Representation Agreement may not last longer than 3 months from the date of this Modification, unless Principal is a corporation, LLC or partnership. If the renewal of a Buyer Representation Agreement exceeds 3 months, this Modification is void, unless Principal is a corporation, LLC or partnership.

**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 PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).**

**COMPENSATION:** The amount of compensation is changed as follows: \_\_\_\_\_

This modification to the compensation shall only apply to the following property(ies): \_\_\_\_\_

**PROPERTY TYPE:** The property type is changed as follows: \_\_\_\_\_

**LOCATION:** The location is changed as follows: \_\_\_\_\_

**CHANGE FROM NON-EXCLUSIVE TO EXCLUSIVE REPRESENTATION:** Buyer and Broker agree to change Broker's type of representation from non-exclusive to exclusive (C.A.R. Form BRBC, paragraph 2A(2)). Buyer is advised to read paragraphs 4B(2) and 15 of the BRBC and discuss with Broker if Buyer has any questions.

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Modification of Terms on Broker's behalf, Broker or Manager has the right to cancel this Modification of Terms, in writing, within 5 Days after its execution.

All other terms of the Buyer Representation Agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Modification of Terms - Buyer Representation.

Principal \_\_\_\_\_ Date \_\_\_\_\_  
Principal \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

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**MODIFICATION OF TERMS - LISTING AGREEMENT**  
**(May be used for Listings or Property Management Agreements)**  
**(C.A.R. Form MT-LA, Revised 12/24)**

The Listing Agreement  OR  Other \_\_\_\_\_  
dated \_\_\_\_\_, between \_\_\_\_\_ (“Broker”)  
and \_\_\_\_\_ (“Principal”),  
regarding the real property, manufactured home or business described as \_\_\_\_\_  
\_\_\_\_\_ is modified as follows:

**PRICE:** The listing price, price range, lease or rental amount shall be changed to: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**EXPIRATION DATE:** The expiration date is changed to: \_\_\_\_\_.

NOTE: If the listing agreement is an exclusive agreement regarding residential property improved with one to four units, the renewal may not last longer than 12 months. This restriction does not apply if **Principal** is a corporation, LLC or partnership. If the renewal exceeds 12 months on a residential 1-4, this Modification is void, unless **Principal** is a corporation, LLC or partnership. It is unlawful to record or file the listing agreement, or a memorandum or notice thereof, with the county recorder.

**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 PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).**

**COMPENSATION:** The amount of compensation is changed as follows: \_\_\_\_\_  
\_\_\_\_\_.

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MANAGEMENT APPROVAL:** If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Modification of Terms on Broker’s behalf, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

**I acknowledge that I have read, understand and received a copy of this Modification of Terms - Listing Agreement.**

Principal \_\_\_\_\_ Date \_\_\_\_\_  
Principal \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

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