December 2022 Forms Release Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of December 19, 2022**. For further information, please refer to the C.A.R. web page at: https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/December-2022-Forms-Release. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised	OK to use prior revision
RPA	Residential Purchase Agreement and Joint Escrow Instructions	6/22	Paragraph 3E(1) and (2) changed language so that there is no default for points. Minor reformatting. Paragraph 3G(3): New optional paragraph for buyer to use to ask for seller to pay for buyer's broker. Paragraph 3M(3): Refers to units occupied by persons other than seller. Last column contains advisory to seller to add TOPA in a counter offer if tenant or other occupant and buyer did not check box to add the form. Paragraph 7A: New language provides that the unit Buyer intends to occupy to be vacant at time of possession. Buyer to identify which unit if more than one. Paragraph 9B(2): Window coverings include hardware and rods. Paragraph 11M: New paragraph requires seller to give buyer known information about any solar system. New form SOLAR may be used. Paragraph 12B(3): Paragraph making review of seller documents part of buyer investigation removed. Review of seller documents is its own contingency in 8D. Paragraph 23: Added language requiring parties to notify escrow of an assignment. Added language that a nominee will be treated the same as an assignee. Agent Signature lines in Real Estate Broker Section: Includes address, email and phone for each brokerage. Allows each broker to identify as a designated electronic delivery address the email or phone identified above or an alternate by checking the appropriate box.	Yes
BRBC	Buyer Representation and Broker Compensation Agreement	N/A	This form replaces the Exclusive Buyer Representation Agreement (BRE), the Non-Exclusive Buyer Representation Agreement (BRNE), and the Non-Exclusive, Not-for-Compensation Buyer Representation Agreement (BRNN). The new form does NOT have a not for compensation option. Paragraph 1: Unlike the listing agreement which ends on a date certain, the buyer representation period lasts for the number of days specified. Paragraph 4B(1): The form defaults to non-exclusive representation, meaning that the broker is only entitled to be paid if the buyer purchases a property for which there was "Broker Involvement." Paragraph 4B(2): This optional paragraph creates an exclusive representation, meaning that the broker is entitled to be paid if the buyer purchases a property during the representation period, with or without the broker's help.	New

			Paragraph 4C: This paragraph allows either buyer or Broker to cancel the agreement. Paragraph 4D(1): This paragraph retains the language from the previous buyer representation contracts that credits against the buyer's compensation obligation any payment that the buyer's broker receives from the seller's broker or seller. Paragraph 4D(3): This paragraph authorizes the broker to include a term in the offer asking the seller to pay the buyer's broker (see RPA paragraph 3G(3). Paragraph 4F: This paragraph obligates the buyer's broker to disclose to the buyer the compensation the broker expects to obtain from others on any particular property, and to also disclose to the buyer the final compensation the broker actually receives.	
ABCD	Anticipated Broker Compensation Disclosure	N/A	This is a three-part form. Part 1 advises the buyer that seller's payment of compensation, direct to a buyer's broker or indirectly through the seller's broker may impact the price the seller will accept, and that the buyer's broker will disclose on a property-by-property basis the compensation promised broker through the MLS or elsewhere. Part 3 is where the buyer's broker discloses the final compensation received This form is bundled with the BRBC and gives a buyer	New
ВТА	Buyer Transactional Advisory	N/A	more information about an agent's responsibilities, and those things a buyer needs to take care of.	New
COBR	Cancellation of Buyer Representation	N/A	This is a 2-part form. Part 1 is where the buyer or broker gives notice of cancellation to the other. A signature is required in Part 1 below paragraph 2. Paragraph 3 of the form identifies the compensation that would be due the buyer's broker. A reverts back to the BRBC form and applies to any applicable property purchased or only those for which there was broker involvement, which can be identified in 3A(2). Other compensation options include, just expenses incurred (3B), broker receiving a referral fee (3C), broker getting paid from the seller (3D), or no compensation at all (3E).	New
NBIP	Notice of Broker Involved Properties	N/A	This form would be used at the termination of the buyer representation period if a protection period was provided, or within 5 days after either buyer or broker cancels the BRBC.	New
SPBB	Seller Payment for Buyer's Broker	N/A	If 3G(3) in the RPA is checked, this form will be used to identify the amount of compensation the buyer is asking the seller to pay the buyer's broker. The buyer's broker will not receive double payment.	New
LL	Lease Listing Agreement	6/21	The word "Owner" has been replaced throughout by the phrase "Rental Property Owner" (paragraph 1). The owner disclosure paragraph has been replaced by the RPO's agreement to complete a Rental Property Owner Disclosure (new C.A.R. form RPOD. Optional paragraph added to provide broker compensation if the tenant acquires the property during the term of the tenancy (paragraph 3E). Paragraph 4A makes explicit whether tenant's initial payments are to go to the RPO or broker. An indemnity paragraph was added to be consistent with the Property Management Agreement. Entity signatures allowed directly on form.	No
PMA	Property Management Agreement	6/17	The word "Owner" has been replaced throughout by the phrase "Rental Property Owner" (paragraph 1). Allows termination by either party for cause at any time (paragraph 1B(2)). The owner disclosure paragraph	No

,	-			I .
			has been replaced by the RPO's agreement to complete a Rental Property Owner Disclosure (new C.A.R. form RPOD) (paragraph 4B). Certain ongoing payments such as property taxes, mortgage payment, HOA dues, property insurance and utilities to be paid by RPO unless broker box checked (paragraph 3GExpanded indemnification clause but excluding property manager willful misconduct or gross negligence (paragraph 4C). If RPO fails to obtain liability insurance, Property manager may do so and charge RPO (paragraph 4F). Optional compensation clauses include pre-litigation fee, onboarding fee, cancellation fee, and file closing fee (paragraph 7). Each party to pay their own attorney fees (paragraph 11). Optional right of property manager to modify PMA on 30-day's notice, with RPO right to object and cancel without cancellation fee (paragraph 14).	
RPOD	Rental Property Owner Disclosure	N/A	This new form is formatted like an SPQ for a Rental Property Owner. The RPOD asks about the owner's knowledge for 8 statutory disclosures (such as pest control and lead-based paint and death on the property) (paragraph 4) and 19 non-statutory disclosures (such as pets, parking, permits, and bed bugs) (paragraph 5). It is for purposes of advising a property manager or lease listing agent of the property condition. It is not intended for delivery to a tenant.	New
RLMM	Residential Lease or Month to Month Rental Agreement	Previously form LR revision 12/21	Defines Rental Property Owner, Authorized Broker or Agent, or Property Manager collectively as "Housing Provider" because it is possible for any of them to sign the agreement and trying to get away from the use of word "landlord" which has a negative connotation. Added language about the limits on accepting multiple rental payments in advance (paragraph 5). Added a warning to tenant to remove photos and other valuable that tenant would not want to be seen in photos or videos of the premises posted online for marketing purposes (paragraph 20A).	No
DEDA	Designated Electronic Delivery Address Amendment	N/A	This form can be used to provide a designated electronic address for delivery of documents in case the fields were left blank in the RPA, or to change the address(es) provided in the RPA.	New
MIMO renamed to MII and MOI	Move In and Move Out Inspection	11/07	The Move in/Move Out form (MIMO) has been bifurcated into two forms, one for move-in and another for move-out. Each item listed presumed to be satisfactory, but can be designated as new or other, in which case an explanation may be provided, or not applicable. Each fillable field will be a text overflow field and allow for the attachment of photos.	No
PMOI	Pre-Moveout Inspection Statement	4/03	Being reformatted to be consistent with new MIMO approach. PMOI also including language to allow for return of security deposit and statement regarding use of security deposit to be made electronically.	No
NRI	Notice of Right to Inspection Prior to Termination of Tenancy	11/12	Including language to allow for return of security deposit and statement regarding use of security deposit to be made electronically.	No
LRA	Application to Lease or Rent/ Screening Fee	12/19	Added the word "Lease" so form applies both to lease and rental applications. Defines Rental Property Owner, Authorized Broker or Agent, or Property Manager collectively as "Housing Provider." Screening fee section II includes information about the property address, rental amount and proposed move-in date for	No

			the premises being sought that was previously in the tenant information section I. Screening fee includes an updated maximum screening fee amount (\$52.46) from 2020 from a DRE publication. General reformatting of the form.	
NCOA	Non-Contingent Offer Advisory	N/A	Like the existing Market Conditions Advisory, this new form notifies a buyer of the risks associated with making an offer without any contingencies, and specifically describes the contractual value of a loan contingency (paragraph 2A), an appraisal contingency (paragraph 2B), and an investigation contingency (paragraph 2C).	New
SOLAR	Solar Advisory and Questionnaire	N/A	This new form has two parts. Paragraphs 1-5 are advisory and describe the most common types of solar panel and system ownerships and leases (paragraph 1), how payments generally work (paragraph 2), what gets transferred with the sale of real estate (paragraph 4), and the importance of reviewing all documents and inspecting the system (paragraph 5). The second part consists of about 20 questions that a seller should answer to the extent seller is actually aware of the issues.	New
всо	Buyer Counter Offer	12/21	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	No
СС	Cancellation of Contract, Disposition of Deposit and Cancellation of Escrow	6/22	Language was added to paragraph 1B, Proposed Mutual Cancellation, setting a time for the recipient party to respond. If there is no timely response, the proposal expires.	No
ССРА	California Consumer Privacy Act Advisory, Disclosure and Notice	12/21	The language of the existing CCPA was shortened and revised. An additional URL was added to allow research of any enacted regulations.	No
ETA	Extension of Time Amendment	4/06	This form was changed from an addendum to amendment by adding paragraph 5 which establishes a time for the recipient party to respond. If there is no timely response, the proposal to extend time expires.	No
MH-PA	Manufactured or Mobile Home Purchase Addendum	12/21	Language was added incorporating the terms of existing form Manufactured Home Advisory, Addendum and Release, form MHA, informing the parties and making contractual requirements for the condition of the mobile/manufactured home if it is to be occupied.	No
MHTDS	Manufactured Home and Mobilehome Transfer Disclosure Statement	11/10	The existing form was reformatted, and itemized features modified.	No
RLAS	Residential Lease after Sale	6/22	Language was added, consistent with the revised Residential Lease or Month to Month Rental, to paragraph 5A advising of the maximum security deposit that can be charged. This paragraph is especially important if the seller is staying in possession without any charge. Language was added to the condition of property paragraph for the seller/tenant to acknowledge the condition is as is disclosed in the purchase agreement (paragraph 10A). The smoking paragraph (14A) was modified so the seller/tenant is not responsible for smoking damage that already existed at the time lease commenced.	No
SCO	Seller Counter Offer	12/21	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the	No

			difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	
SMCO	Seller Multiple Counter Offer	6/22	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	No

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

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

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



ANTICIPATED BROKER COMPENSATION DISCLOSURE

(C.A.R. Form ABCD, 12/22)

					_ ("Buyer's Broker")
	see providing services to				
Broker anticipates r if Buyer purchases a	eceiving compensation from S any property identified below.	eller or Seller's Broker	or □ Other		
CBC) or other "Sou Seller's broker, affe specified Property to a cooperating b	ne paid pursuant to a Multiple Li rce" specified in the column be cts the Seller's total costs and c , Broker has provided Buyer roker for a listed property, t vill disclose the final compe	elow. Buyer is aware expenses for the transa with a copy of a doc hat property may but	that any commission action and may impac ument from the MLS t does not have to b	paid by Seller, directly of the price Seller is willing that identifies the come listed below. Broker	or indirectly through g to accept. If, for a pensation offered
Buyer's Brokerage I	Firm			DRE Lic # _	
Ву			DRE Lic #	# Da	ate
Buyer acknowled Disclosure. By in the property iden	lges that Buyer has read, litialing in the box below, Bu tified.	understands, and re uyer acknowledges b	eceived a Copy of peing advised of the	this Anticipated Broke Broker's anticipated o	er Compensation compensation for
Buyer				Da	ite
Buyer				Da	ate
THIS SECTION TO	BE FILLED OUT WHEN THE	PROPERTY IS BEIN	IG SHOWN OR WHE	N AN OFFER IS BEING	MADE.
Buyer Initials	Property Address:		Date: First shown Or offer made	Compensation Offered:	Source:
/_			/	OR \$	□ MLS □ CBC
/				OR \$	□ MLS □ CBC
				% of Price	□ MLS □ CBC
				OR \$	□ MLS □ CBC
/_				OR \$	□ MLS □ CBC
/				% of Price	□ MLS □ CBC
	BE COMPLETED UPON CLO				
FINAL COMPENSA property located at as follows:	ATION FROM PERSONS OTH	IER THAN BUYER: B	uyer's Broker has rec	eived compensation for	Buyer's purchase of ,
(1) From Seller's b	roker in the amount of \$; and in the amount of \$	d, if applicable,		
Buyer's Brokerage (Firm)			DRE Lic#	
					ateate
•	ow are not required but can be				
				Buyer's initials	
TRANSACTION A REA	ociation of REALTORS®, Inc. United thereof, by photocopy machine or an ITON OF REALTORS®, NO REPREST LESTATE BROKER IS THE PERSOI RIATE PROFESSIONAL. This form is mot intended to identify the user as a REDN OF REALTORS® who subscribe to	N OLIALIFIED TO ADVISE (ON REAL ESTATE TRANS	SACTIONS IF YOU DESIRE I	FGAL OR TAX ADVICE

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

ABCD 12/22 (PAGE 1 OF 1)



BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT (C.A.R. Form BRBC, 12/22)

1.	RE	PRESENTATION PERIOD AN	D RIGHT TO REPRESENT:		("Buyer")
\neg	grai	nts			("Broker")
	beg	inning on (da chever occurs first ("Representa	ate) and ending (i) days later	rat 11:59 P.M., or (ii) upon comple ght (unless paragraph 4B(2) is cl	tion of a resulting transaction, necked) to represent Buyer in
2.	NO ente	ered into a representation agree	RESENTATION AND COMPENSA ement with another broker and has	s no obligation to pay compensation	on to any other broker, arising
	out	of the acquisition of the Property	y identified in paragraph 3 , except	(identify other brokers and proper	ties):
3.	PRO	OPERTY TO BE ACQUIRED ("	Property"):		
	A.	Location:	to \$		
		☐ City(ies) of	, 🗆	County(ies) of	
		Price range: \$	to \$		
		Other:			
OR	В.	☐ The following specified prop	perties only:		
OR	C.	☐ The properties identified on	the attached list.		
4.	CO	MPENSATION TO BROKER:			
	may	v be negotiable between Buv	real estate commissions is not for er and Broker (real estate common BROKER AS FOLLOWS: ((1) a	nissions include all compensat	ion and fees to Broker).
		(1) percent of the acqu			· · · · · · · · · · · · · · · · · · ·
C	R□	(2) \$,	
C	R □	(3) Pursuant to the compensat	ion schedule attached.		
	В.	BROKER RIGHT TO COMPE	NSATION: Broker shall be entitled	to compensation specified in para	graph 4A from Buyer if during
		Property described in paragra	any extension thereof, Buyer enters aph 3 , and the seller thereof comp	into an agreement to purchase, le letes the transaction or is prevente	ease, or otherwise acquire any and from doing so by default of
		Buyer as follows:			
		(1) BROKER INVOLVEMEN	T (NON-EXCLUSIVE REPRESE	NTATION): Compensation is pay	able only if there was Broker
		Involvement with the Prop	erty. "Broker Involvement" means i) Broker showed the Property to	any of the following: (I) Buyer phys	tod to coller a signed written
		offer from Buver to acquire	e, lease, exchange or obtain an opt	ion on the Property: or (iv) the Pro	perty was introduced to Buyer
		by Broker or one for which	h Broker acted on Buyer's behalf.	However, merely sending Buyer a	list of properties shall not be
		deemed Broker Involveme	ent without documented action on	the part of Broker analyzing the Pr	roperty for Buyer, specifically,
		potential acquisition of the	otential acquisition of the Property,	or communicating with seller or se	eller's agent regarding buyer's
C	R 🗆	(2) BUYER ACQUISITION (E	EXCLUSÍVE REPRESENTATION)	: This Agreement shall be exclusiv	e and irrevocable. Broker will
		devote time and resource	s to assist Buyer in finding and acc	quiring the Property in the expecta	tion of being paid for Broker's
		without Broker Involver	led to compensation if Buyer a nent, even if another broker is a	iso entitled to be paid for repre	senting Ruver
		(3) Buyer includes any perso	on or entity, other than Broker, rel	ated to Buyer or who in any man	ner acts on Buyer's behalf to
	_	acquire property describe	d in paragraph 3 .		•
	C.		REPRESENTATION AGREEMEN Ly cancel this Agreement by giving		groomant shall be terminated:
		(i) If paragraph 4B(1) ap	pplies, upon receipt of the notice or	davs after receipt: or (ii)	of paragraph 4B(2) applies.
		30 days after receipt of the	e notice. Broker shall nonetheless	be entitled to compensation if, duri	ng the Representation Period
		or any time specified in p	aragraph 4E, Buyer acquires Pro	perty for which there was Broker	Involvement (see paragraph
		written list of Broker Involv	delivers to Buyer a written list of the verse to Buyer a written list of the verse to be delivered to the contract of the cont	ed to Buyer within 5 calendar days	after the effective date of the
		cancellation. Before, duri	ng and after the 5-day period, Buy	ver is advised to notify any other b	roker of Broker's rights under
	_	this paragraph.			
	Ц	expiration, except by mutu	paragraph 4B(2) applies) Neithe	er party shall have the right to ca	incel this Agreement prior to
	D.	ACCOUNTING FOR PAYMEN	NTS TO BROKER BY OTHERS:		
		(1) If anyone other than Buyer	compensates Broker for services	covered by this Agreement, that an	nount shall be credited toward
		Buyer's obligation to pay o	•		
		(2) If third-party payments rec	eived exceed Buyer's obligation, the	ne excess amount shall be paid to E	Broker, or \square credited to Buyer,
		or other	OLUBE COMMISSION IN CEE	B. B	· · · · · · · · · · · · · · · · · · ·
		term in Buyer's offer obliga	ICLUDE COMMISSION IN OFFE ating Seller to pay Broker directly o	H: Buyer autnorizes (☐ does not a r through escrow, for any compens	authorize) Broker to include a
	E.	ADDITIONAL BROKER RIGH	TO COMPENSATION: Broker st	hall be entitled to the compensation	provided for in paragraph 4A
		if, within calendar days	s after expiration of the Representa	tion Period or any extension there	of or, if there is a cancellation,
		after the effective date of the c	cancellation in paragraph 4C , Buy ded, prior to expiration of this Ag	rer enters into an agreement to acc	quire Property for which there
		within the time specified in b ?	aragraph 4C, Broker delivers Buy	er a written notice of those prope	erties which there was Broker
		Involvement.	3 p = 1, 2	2 22 21 21 21 21 21 21 21	
	.D.	10/00 (DACE 1 OF 3)	Ruver's Initials	/ Broker's Initials	
ВH	IBC	12/22 (PAGE 1 OF 3)	Dayor o minais	DIOROI 3 II III III	EQUAL HOUSING

DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

- (1) Broker, prior to writing an offer on a property (OR, if checked, \square prior to showing a property) will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: (i) a copy of the MLS listing showing the cooperating compensation offered to Broker; or (ii) a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).
- Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer. Buyer is responsible for payment of compensation if the third-party does not pay as anticipated.

TIMING OF COMPENSATION: Compensation is payable:

Upon completion of any resulting transaction, and if escrow is used, through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property specified in paragraph 3 closes during or after the expiration of the Representation Period.

If acquisition is prevented by default of Buyer, upon Buyer's default.

- If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 4A**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.
- **PAYMENT THROUGH ESCROW:** Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor
- PREEXISTING BUYER REPRESENTATION AND COMPENSATION AGREEMENTS: If Buyer acquires a Property during the time Buyer is obligated to compensate another broker identified in **paragraph 2**, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

- DISCLOSURE: Buyer acknowledges receipt of the 🗹 "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.
- B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and Seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a Possible Representation of More Than One Buyer or Seller Disclosure and Consent (C.A.R. Form PRBS).

 BROKER AUTHORIZATIONS AND OBLIGATIONS:

- Buyer authorizes Broker and Broker agrees to use reasonable skill and diligence to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by (i) locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, and assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers; (ii) as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; and (iii) upon request, providing Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and (iv) upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker. See C.A.R. Form BTA for more
- If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.

 Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of
- or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

BUYER OBLIGATIONS: 7.

- GOOD FAITH: Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property in furtherance of this Agreement.
- PERSONAL AND FINANCIAL INFORMATION: Within 5 (or □ _) calendar days from the execution of this Agreement, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds and a preapproval/ prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.

 C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE: Buyer is obligated, and agrees, to read all documents
- provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.
- REPORTS/INVESTIGATIONS: Buyer agrees to pay for reports, Investigations and meetings arranged by Broker on Buyer's
- BUYER MATERIAL ISSUES: Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION: Buyer agrees to indemnify, defend and hold Broker harmless
- from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker.
- ATTORNEY FEES: In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in paragraph 9A.
- 9. **DISPUTE RESOLUTION:**
 - MEDIATION: Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in paragraph 8. Exclusions from the mediation agreement are specified in paragraph 9B.

Buyer's Initials/	Broker's Initials	/	EQUAL HOUSING

	C. AD\ A. B. C.	MEDIATION TERMS: The following matter or proceeding to enforce a deed of trust, redetainer action; (iii) the filing or enforcer small claims or bankruptcy court. The of attachment, receivership, injunction, or provided the filing party, concurrent with pending any mediation proceeding. ARBITRATION ADVISORY: If Buyer and court, they can document their agreemer ISORIES, ADDENDA AND DISCLOSUIVE Buyer Transactional Advisory (C.A.R. Buyer's Investigation Advisory (C.A.R. Possible Representation of More Than Statewide Buyer and Seller Advisory (C.A.R.)	nortgage or installment of a mechanic's I filing of a court action or other provisional relation or immediately after d Broker desire to result by attaching and signes: The following ad Form BTA) Form BIA-B) i One Buyer or Seller (CAR Form SRSA)	it land sale contra- ien; and (iv) any in to enable the re- medies, shall not such filing, mak blve disputes aris ning an Arbitratio visories, addenda	ict as defined in Cirmatter that is with ecording of a notic constitute a waive a request to the ing between them in Agreement (C.A a and disclosures ass)	vil code § 2985; in the jurisdiction ce of pending a er of the mediatine court for a starthrough arbitrat. R. Form ARB).	(ii) an unlawful n of a probate, ction for order ion provisions, tay of litigation
11	E.	Other:	,				
		TEN TENWS.					
12.	part by e mod	TIRE AGREEMENT: All understanding being as a final, complete and exclusive exprevidence of any prior agreement or conlified, altered or changed, except in writeld to be ineffective or invalid, the remainsupplement, addendum or modification.	ression of their agreem ntemporaneous oral a ing signed by Buyer	nent with respect t agreement. This and Broker. In	to its subject matte Agreement may the event that an	er, and may not be not be extend y provision of the	e contradicted led, amended, his Agreement
Buy	er a	cknowledges that Buyer has read, unc	lerstands, received	a copy of and a	grees to the term	s of this Agree	ment.
	A.	☐ ENTITY BUYERS: (Note: If this part Form RCSD) is not required for the Let (1) One or more Buyers is a trust, corpo	gally Authorized Signature	gners designate	d below.)	_	-
		 (2) This Agreement is being Signed by individual. The Legally Authorized S good standing to do business in Cal act in that capacity. (3) The name(s) of the Legally Authorized (4) If a trust, Buyer may be identified as 	igner (i) represents the ifornia and (ii) shall D	at the entity for w eliver to Broker, v	hich that person is within 3 Days of si	acting already gning, evidence	exists and is in of authority to
		co-trustee or Doe Revocable Family (5) If the entity is a trust or under probat	Trust).	-			
	В.	BUYER SIGNATURE(S): (Signature)By, Printed name of Buyer:				Date:	
		☐ Printed Name of Legally Authorized Sig			Title, if applicab	e,	
		(Signature)By,				Date:_	
		Printed name of Buyer:			Title if and line let		
		☐ Printed Name of Legally Authorized Sig ☐ Additional Signature Addendum a			Title, if applicable	е,	
		•	llached (C.A.H. Form	ASA)			
		OKER SIGNATURE(S):					
		l Estate Broker (Firm) ress				DRE Lic#2 State2	 7in
	Rv	ressTel Tel Tel	F-mail	Ony	DRE Lic#		
	By .		E-mail		_ DRE Lic#	Date	
		wo Brokers with different companies are Broker Acknowledgement (C.A.R. Form A	representing the Buye BA)	er. Co-Buyer Bro	kers information is	s on the attached	
			Ruvar's Initial	e /	Broker's Init	iale /	

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.







BUYER TRANSACTIONAL ADVISORY

(C.A.R. Form BTA, 12/22)

1. **GENERAL INFORMATION:** Buying real property is a process that has many different aspects to it. The information below will help you evaluate your role and the roles of others in the buying process.

2. BUYER OBLIGATIONS:

- A. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE: Buyers have an affirmative duty to take steps to protect themselves, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to them or are within their diligent attention and observation. Buyers are obligated to read all documents provided to them. Buyers should seek desired assistance from appropriate professionals, selected by them, such as those referenced in the attached Buyer's Investigation Advisory (C.A.R. Form BIA). Buyers are advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by them or other professionals.
- B. CÓMMUNICATING IMPORTANT ISSUES: Buyers need to notify their Agent in writing of any important or material issue to them (C.A.R. Form BMI). If buyer's circumstances or interests change during the property buying process, buyers should notify their Agent, in writing.
- 3. AGENT DUTIES AND LIMITATIONS: Agents perform many services for buyers during the course of the home buying process. The sophistication of the buyers, the experience of others involved in a transaction, and the requirements of the specific transaction will all impact the Agent's duties.
 - A. AGENT AUTHORIZATIONS, OBLIGATIONS AND LIMITATIONS: For property transactions of which Agent is aware and not precluded from participating in by buyers, during the representation period, Agents are authorized to (i) provide and review forms to create a property contract for the acquisition of a specific property; (ii) deliver or communicate to buyers any disclosures, materials or information received by, in the personal possession of, or personally known to, the individual Agent signing below; and (iii) if the property contains at least one but not more than four residential units, perform a reasonably competent and diligent, visual inspection of the accessible areas of the 1-4 units and disclose to buyers any material facts concerning the value or desirability of the property that was observable in the inspection. Unless otherwise specified in writing, any information provided through Agent in the course of representing buyers has not been and will not be verified by Agent. Agent's services are performed in compliance with federal, state and local anti-discrimination laws. Agent owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards.
 - B. SCOPE OF AGENT DUTIES: Buyers acknowledges and agree that Agent: (i) does not decide what price buyers should pay or a seller will accept; (ii) does not guarantee the condition of the property; (iii) does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by seller or others; (iv) does not have an obligation to conduct an inspection of common areas or areas off the site of the property; (v) shall not be responsible for identifying defects on the property, in common areas or offsite unless such defects are visually observable by an inspection of reasonable accessible areas of the property or are known to Agent; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines, easements, or other encroachments on title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by buyers or seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyers are advised to, and agree to, see legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. BUYER REPRESENTATION AGREEMENT ALLOWS DUAL AGENCY: The Representation Agreement permits Broker to act as a dual agent for both buyer and seller in a transaction. Under California law, even though one individual real estate agent may be the only licensee in direct contact with a buyer on a property transaction and another individual agent may be the only licensee in direct contact with a seller for that same transaction, since both agents work for the same firm the brokerage firm, the brokerage firm and its agents are all dual agents in that transaction. It is also legally permissible for one real estate agent to be in direct contact with both buyer and seller, in which case a dual agency will also be established for both the brokerage firm and the agent in that transaction. If Buyer does not want to allow dual agency, then Buyer should discuss with Broker the implications of such a request and then come to an agreement with Broker.

Advisory			
Buyer		Date Date	
Buyer		Date	
-	₩		A CONTRACTOR OF THE CONTRACTOR

By signing below, Buyer acknowledges that they have read, understand, and have received a Copy of this Buyer Transactional

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.







1. PARTIES AND PROPERTY: _

2.

CANCELLATION OF BUYER REPRESENTATION (C.A.R. Form COBR, 12/22)

has agreed to represent	("Buyer")
for the purpose of locating and acquiring real property or a manufactured home ("Buyer Representa Representation is pursuant to a written (or oral) agreement.	ition"). The Buyer
NOTICE OF CANCELLATION OF BUYER REPRÉSENTATION: The representation may be car	ncelled by either
Buyer or Broker or both by signing in the applicable box below paragraph 2 and delivering to	the other party.
However, compensation may still be owed based on the contractual rights of the Buyer agreement or otherwise.	Representation
A. By signing in the applicable box below this paragraph 2 , \square Buyer \square Broker hereby gives notice to	the other to cancel
the Buyer Representation and terminate their agency relationship, duties, and responsibilities with	and to each other.
Compensation may be payable as specified below.	
B. Effective date of cancellation:	al accade a suus ausa aust
(1) If there is no written agreement between Buyer and Broker or if there is a written agreement an is for non-exclusive representation, the cancellation is effective immediately upon (or □ pu	
Buyer Representation agreement, days after receipt of) this notice.	isuani io a willien
(2) If there is a written agreement and such agreement is for exclusive representation, the cancel	ellation is effective
30-days after receipt of this notice.	
(3) Regardless of the agreement between Buyer and Broker, the parties may agree to mutually	cancel the Buyer
Representation immediately upon (or days after) the last signature in the mutual can C. The notice applies to all properties that may be subject to the Buyer Representation (or onl	y for the following
property(ies):	y for the following.
D. Broker will NOT be Buyer's agent during any negotiation or transaction that results between	Buyer and Seller
regarding any property. Any questions that Buyer has about the Property shall be directed to the	e seller's broker, if
any, or to seller. E. COMPENSATION DUE BROKER:	
(1) A written Buyer Representation agreement provides for compensation in the event of c	ancellation of the
agreement, Buyer agrees to pay Broker as specified in the written agreement between them. O	C.A.R. Form BRBC
provides in the event of cancellation, Broker shall be entitled to compensation for those proper	ties for which there
was Broker Involvement, as defined in the BRBC, if any such property is acquired during the	ne Representation
Period. Broker shall give Buyer a list of such properties within 5 calendar days after receipt of Buyer Representation.	of this Cancellation
OR (2) Compensation shall be paid as specified in paragraph 3 , below, and only if both parties	s agree by signing
below paragraph 3.	
F. BUYER TO OBTAIN OTHER ADVICE: Broker advises buyer to obtain real estate, legal, tax, ti	tle, insurance and
other desired advice from a qualified California professional.	
Heilataval Buray OB Bushay Canadilation	
Unilateral Buyer OR Broker Cancellation:	
Buyer's or Broker's Signature (party cancelling the representation)	Date
Buyer 3 of Broker 3 digriduate (party carlocaling the representation)	Date
Divide or Broker's Cignotive (north concelling the representation)	Data
Buyer's or Broker's Signature (party cancelling the representation)	Date
OR	
On	
Buyer AND Broker Mutual Cancellation:	
Buyer's Signature	Date
Buyer's Signature	Date
1,5 5 5 6 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
	
Broker's Signature (By)	Date



("Broker")

	NLY APPLIES IF PARAGRAP JYER AGREES TO PAY BROK		VE AND BOTH PARITI	ES SIGN BEL	OW)
	SUBSEQUENT ACQUISITION WHICH THERE WAS BROWN Specified in the written Buyer of Buyer Representation; or I Buyer enters into contract to physically entered and was submitted to seller a single Property; or (d) the Property (merely sending a list of property)	N OF PROPERTY DURING (ER INVOLVEMENT PRICE) Representation agreemend (ii) the Representation Fouy, lease, or otherwise achown the Property by Broken gned, written offer from Burwas introduced to Buyer by	DR TO CANCELLATION It if, within calend. Period specified in the Beguire any property specer; (b) Broker showed the specified in the Beguire and property specer; (b) Broker showed the specified by Broker or one for whice	N: The amount ar days after the suyer Represe cified below the Property to change or obtain Broker acte	nt of compensation (i) this Cancellation Intation Agreement for which (a) Buye Buyer virtually; (c) In an option on the don Buyer's behal
□ B	EXPENSES INCURRED: Buy	vor agrace to pay Broker \$	for out-of-	nocket evnen	eos coste incurred
	and services rendered to Buye	er prior to cancellation of Bu	yer Representation.		
□ C .	BROKER TO RECEIVE A Ř separate written agreement w	EFERRAL FEE: Broker wil	I receive a referral fee fr	rom another b	roker pursuant to a
□ D .	BROKER TO RECEIVE COM	PENSATION FROM SELL			tten agreement, wil
□ E .	receive compensation from the NO COMPENSATION: Buyer			completed.	
	SUBSEQUENT ACQUISITION REGARDLESS OF BROKEN representation agreement compensation specified in the specified in the written Buyer for otherwise acquire the property or the property of the pr	R INVOLVEMENT: (This for which there was no written Buyer Representate Representation agreement of the service of the servic	paragraph is only app contractual right of ion agreement if prior to or any extension Buyer e	cancellation end of the Re nters into a co	n exclusive buyer a.) The amount of presentation Period
Repre	and Broker each acknowledg sentation and have read, und	erstands, and accepts its	s terms.		•
Duyei			city	Stato	7in
Addres	SS		'1ty	Siale	ZIP
Addres	ss none	E-mail		State	Ζιρ
Addres Teleph	one	E-mail			
Addres Teleph	ss ione ssatate Broker (Firm) ssTel	E-mail			

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





NOTICE OF BROKER INVOLVED PROPERTIES (C.A.R. Form NBIP, 12/22)

1. NOTICE: This Notice of Broker Involved Properties is being provided to you as required by the written Buyer Representation and Broker Compensation Agreement between _____ ("Broker") (the "Representation Agreement"). 2. REPRESENTATION PERIOD: The Representation Agreement commenced on ______ (date) and expires on, was extended to, or terminates on, _____ (date)("Representation Period"). **COMPENSATION AGREEMENT:** Buyer has agreed to pay Broker the compensation provided for in the Representation Agreement for property described in paragraph 3 of the Representation Agreement and for which there was Broker Involvement ("Broker Involved Property") as follows: A. If (i) Buyer enters into a contract to acquire a Broker Involved Property within the specified number of calendar days after the expiration of the Representation Period, or any extension, and (ii) Broker has provided to Buyer a written list of Broker Involved Properties in paragraph 4 prior to the expiration of the Representation Agreement or any B. If after cancellation of the Representation Agreement (i) Buyer enters into a contract to acquire a Broker Involved Property during the Representation Period and (ii) Broker has provided to Buyer a written list of Broker Involved Properties in paragraph 4 within 5 days after receiving notice of cancellation of the Representation Agreement. BROKER INVOLVED PROPERTIES: "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or (iv) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker such as: (a) analyzing the Property for Buyer, specifically; (b) assisting Buyer in the potential acquisition of the Property; or (c) communicating with seller or seller's agent regarding Buyer's potential acquisition. Pursuant to the Representation Agreement Broker identifies the following property for which there was Broker Involvement: Representation Agreement, Broker identifies the following property for which there was Broker Involvement: ☐ If checked see attached list of Broker Involved Properties **NOTIFYING NEW BROKER:** If Buyer intends to enter into another Buyer Representation Agreement with another broker, Buyer is advised to provide this Notice to that broker. Failure to do so may obligate Buyer to pay two commissions. This Notice of Broker Involved Properties is being provided to Buyer on _____ (date). Real Estate Broker (Firm)

DRE Lic# By _____ Tel. ___ E-mail ____ DRE Lic#___ Date ____ I acknowledge receipt of a copy of this Notice of Broker Involved Properties.

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





© 2022, California Association of REALTORS®, Inc. **RPA REVISED 12/22 (PAGE 1 OF 16)**

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/22)

		epared:			
1.	OFI A.	THIS IS AN	OFFER FROM		("Buyer")
	В.	THE PROPE	RTY to be acquired is		, situated
		in	(City),	(County), Ca	alifornia,(Zip Code)
		Assessor's F	Parcel No(s)	(County), Ca	("Property").
	C. D.	THE TERMS Buyer and S	Postal/Mailing address may b) OF THE PURCHASE ARE SPECII	e different from city jurisdiction. Buyer is FIED BELOW AND ON THE FOLLOWING P urties." Brokers and Agents are not Parties to	s advised to investigate.) PAGES.
2.	AG	ENĆY:		•	
		Form AD) if Signed by Br	represented by a real estate license uver. Seller's Agent is not legally obl	receipt of a "Disclosure Regarding Real Esta ee. Buyer's Agent is not legally required to o igated to give to Buyer's Agent the AD form S ships are hereby confirmed for this transaction	give to Seller's Agent the AD form Signed by Seller.
		Seller's Bro	kerage Firm	Lice	ense Number
		Is the broker	of (check one): \square the Seller; or \square bo	oth the Buyer and Seller (Dual Agent).	
			nt	Lice	
				n or broker associate); or \square both the Buyer's a	
		Buyer's Bro	kerage Firm	Lice oth the Buyer and Seller (Dual Agent).	ense Number
		Is the broker	of (check one): \square the Buyer; or \square bo	oth the Buyer and Seller (Dual Agent).	
		Buyer's Ager	nt	Lice	ense Number
	C. D.	☐ More than POTENTIAL	one Brokerage represents Seller, LY COMPETING BUYERS AND SE	n or broker associate); or □ both the Buyer's a □ Buyer. See, Additional Broker Acknowled :LLERS: The Parties each acknowledge recei	gement (C.A.Ř. Form ABA).
3.	TEF	of More than RMS OF PUF erenced para	One Buyer or Seller - Disclosure an RCHASE AND ALLOCATION OF (graphs provide further explanation.	d Consent" (C.A.R. Form PRBS). COSTS: The items in this paragraph are cor This form is 16 pages. The Parties are advise	ntractual terms of the Agreement.ed to read all 16 pages.
		Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
	^	F FD (acab)	Durahasa Drias	A	
	Α	5, 5B (cash)	Purchase Price	\$	☐ All Cash
	В	5, 5B (Casil)	Close Of Escrow (COE)	\$Days after Acceptance OR on (date)	☐ All Cash
		32A		Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s)	All Cash
	В	,	Close Of Escrow (COE)	Days after Acceptance OR on (date)	☐ All Cash
	В	,	Close Of Escrow (COE)	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s)	within 3 (or) business days after Acceptance by wire transfer OR □
	С	32A	Close Of Escrow (COE) Expiration of Offer	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or (date), at 5PM or AM/ PM \$ (% of purchase price) (% number above is for calculation purposes	within 3 (or) business days after Acceptance by wire transfer
[B C	32A 5A(1)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM or AM/_ PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or) business days after Acceptance by wire transfer OR □
[B C D(1)	32A 5A(1) 5A(2)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or (date), at 5PM or AM/\[Delta PM] \$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$ (% of purchase price) Fixed rate or \[Delta Initial adjustable rate] • not to exceed % • Buyer to pay up to points to obtain the	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked, FHA VA (CAR Forms FVAC, HID attached)
[B C D(1)	32A 5A(1) 5A(2)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM or AM/ PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) Fixed rate or Initial adjustable rate • not to exceed \$ % of purchase price)	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked,
I i	B C D(1)	32A 5A(1) 5A(2)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM orAM/□ PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain the rate above 17 (or) Days after Acceptance \$(% of purchase price) Fixed rate or □ Initial adjustable rate	within 3 (or) business days after Acceptance by wire transfer OR
I i	B C D(1) D(2)	32A 5A(1) 5A(2) 5C(1)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM orAM/\[Discript{DM}\] PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) Fixed rate or \[Discript{Dinitial adjustable rate} • not to exceed% • Buyer to pay up to points to obtain the rate above 17 (or) Days after Acceptance \$(% of purchase price)	within 3 (or) business days after Acceptance by wire transfer OR □
E	B C D(1) D(2)	32A 5A(1) 5A(2) 5C(1)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount Interest Rate	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM orAM/□ PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain the rate above 17 (or) Days after Acceptance \$(% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain the	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked,
E	B C D(1) D(2) E(1)	32A 5A(1) 5A(2) 5C(1)	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount Interest Rate Points Occupancy Type	Days after Acceptance OR on(date) 3 calendar days after all Buyer Signature(s) or(date), at 5PM orAM/□ PM \$ PM \$Am/□ PM \$	within 3 (or) business days after Acceptance by wire transfer OR
E	B C D(1) D(2) E(1)	32A 5A(1) 5A(2) 5C(1) 7A	Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount Interest Rate Points Occupancy Type	Days after Acceptance OR on	within 3 (or) business days after Acceptance by wire transfer OR

Seller's Initials

Buyer's Initials _

Property Address: Date:_

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms		
G(1)	5E	Seller Credit, if any, to Buyer	□\$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:		
G(2)	ADDITIONAL FINANCE TERMS:					
G(3)	18	☐ Seller agrees to pay the obligation Form SPBB attached). Seller's Broker's	of Buyer to compensate Buyer's Broker under soffer, if any, to compensate Buyer's Broker is unat	r a separate agreement (C.A.R. ffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or \square 3 (or) Days after Acceptance			
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or) Days after Acceptance			
H(3)	6B	Verification of Loan Application	Attached to the offer or \square 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval		
I			Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or) Days prior to COE			
K	23	Assignment Request	17 (or) Days after Acceptance			
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED		
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	□ No loan contingency		
L(2)	8B	Appraisal: Appraisal contingency	17 (or) Days after Acceptance	☐ No appraisal contingency		
		based upon appraised value at a minimum of purchase price or □\$		Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.		
L(3)	8C, 12	Investigation of Property	17 (or) Days after Acceptance			
		Informational Access to Property	17 (or) Days after Acceptance	REMOVAL OR WAIVER OF		
		Buyer's right to access the Property for in NOT create cancellation rights, and app	nformational purposes is NOT a contingency, does lies even if contingencies are removed.	CONTINGENCY: Any contingency in L(1)-L(7) may be		
L(4)	8D, 14A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	removed or waived by checking the applicable box above or attaching a		
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver a		
L(6)	8F, 11L	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	time of offer is against Agent advice. See paragraph 8H .		
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	☐ CR attached		
L(8)	8J	Sale of Buyer's Property. Sale of Buyer	er's property is not a contingency, UNLESS checked	here: C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms		
M(1)		Time of Possession	Upon notice of recordation, OR ☐ 6 PM or ☐ ☐ ☐ AM/☐ PM on date specified, as applicable, in 3M(2) or attached TOPA.			
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, days after COE (29 or fewer days) days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.		
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose to Buyer if occupied by tenants or persons other than the Seller, and attach TOPA in a counter offer if not part of Buyer's offer.		
N		Documents/Fees/Compliance	Time for Performance			
N(1)	14A	Seller Delivery of Documents	7 (or) Days after Acceptance			
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or) Days after Delivery			
N(3)	11K(2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance			
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or) Days after Acceptance			
N(5)	28	Evidence of representative authority	3 Days after Acceptance			



Property Address: Date: 0 **Intentionally Left Blank** P Items Included and Excluded P(1) Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ Stove(s), oven(s), stove/oven ☐ Video doorbell(s); \square Above-ground pool(s) / \square spa(s); combo(s); ☐ Security camera equipment; ☑ Bathroom mirrors, unless □ Refrigerator(s); ☐ Security system(s)/alarm(s), other than excluded below: ☐ Wine Refrigerator(s); separate video doorbell and camera ☐ Electric car charging systems □ Washer(s); equipment; and stations; ☐ Smart home control devices; ☐ Dryer(s); ☐ Potted trees/shrubs; ☐ Dishwasher(s); ☐ Wall mounted brackets for video or audio ☐ Microwave(s): equipment: Additional Items Included: P(2) **Excluded Items:** Q **Allocation of Costs Paragraph Item Description** Who Pays (if Both is checked, cost to be **Additional Terms** split equally unless Otherwise Agreed) Natural Hazard Zone Disclosure □ Environmental Q(1) 10A, 11A □ Buyer □ Seller □ Both Report, including tax information □ Other ☐ Provided by: ☐ Buyer ☐ Seller ☐ Both Q(2) Report Q(3)Report ☐ Buyer ☐ Seller ☐ Both Q(4) 10B(1) Smoke alarms, CO detectors, water ☐ Buyer ☐ Seller ☐ Both heater bracing Q(5) Government Required Point of Sale ☐ Buyer ☐ Seller ☐ Both 10B(2) inspections, reports Q(6) 10B(2) Government Required Point of Sale ☐ Buyer ☐ Seller ☐ Both corrective/remedial actions Q(7) 19B Escrow Fee ☐ Buyer ☐ Seller ☐ Both Escrow Holder: ☐ Each to pay their own fees Q(8) 13 ☐ Buyer ☐ Seller ☐ Both Title Company (If different from Owner's title insurance policy Escrow Holder): Buyer's Lender title insurance policy Buyer Unless Otherwise Agreed, Buyer Q(9) shall purchase any title insurance policy insuring Buyer's lender. Q(10) County transfer tax, fees ☐ Buyer ☐ Seller ☐ Both Q(11) City transfer tax, fees ☐ Buyer ☐ Seller ☐ Both 11L(2) Q(12) HOA fee for preparing disclosures Seller Q(13) HOA certification fee Buyer Unless Otherwise Agreed, Seller Q(14) HOA transfer fees ☐ Buyer ☐ Seller ☐ Both shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. Q(15) Private transfer fees Seller, or if checked, ☐ Buyer ☐ Both Q(16) fees or costs □ Buyer □ Seller □ Both Q(17) fees or costs ☐ Buyer ☐ Seller ☐ Both Q(18) Home warranty plan chosen by Buyer. ☐ Buyer ☐ Seller ☐ Both If Seller or Both checked, Seller's Coverage includes, but is not limited to: cost not to exceed \$_ ☐ Buyer waives home warranty plan Issued by:

	_		
4		_	_
1			Г
EQ	UAL F	IOUSI	NG

REVISED	19/22 ($0 \land C \vdash 2$	OE 16	٠,

OTHER TERMS:

R

Pro	pert	ty Address:	Date:
		OPERTY ADDENDA AND ADVISORIES: (check all that apply	<u>/</u>)
	Α.	PROPERTY TYPE ADDENDA: This Agreement is subject to	the terms contained in the Addenda checked below:
			(Should be checked whether current tenants will remain or not.)
		Probate Agreement Purchase Addendum (C.A.R. Form PA	
		☐ Manufactured Home Purchase Addendum (C.A.R. Form M	
		☐ Tenancy in Common Purchase Addendum (C.A.R. Form T	
		☐ Stock Cooperative Purchase Addendum (C.A.R. Form CO	
		☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA)	□Other
	В.	OTHER ADDENDA: This Agreement is subject to the terms of	contained in the Addenda checked below:
	(T)	Addendum # (C.A.R. Form ADM)	☐ Short Sale Addendum (C.A.R. Form SSA)
		Back Up Offer Addendum (C.A.R. Form BUO)	☐ Court Confirmation Addendum (C.A.R. Form CCA)
		Septic, Well, Property Monument and Propane Addendum	
		☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)	☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
		Other	□ Other
	C.	BUYER AND SELLER ADVISORIES: (Note: All Advisories	s below are provided for reference purposes only and are not
		intended to be incorporated into this Agreement.)	
		☑ Buyer's Investigation Advisory (C.A.R. Form BIA) ☑ Wire Fraud Advisory (C.A.R. Form WFA)	Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
		wire Fraud Advisory (C.A.R. Form WFA)	Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
		☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)	☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
		☐ Trust Advisory (C.A.R. Form TA)	☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
		☐ REO Advisory (C.A.R. Form REO)	□ Probate Advisory (C.A.R. Form PA)
		□ Other:	□ Other
5.	ΑD	DITIONAL TERMS AFFECTING PURCHASE PRICE: Buye	r represents that funds will be good when deposited with Escrow
		lder.	
	Α.	DEPOSIT:	
		(1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to	Escrow Holder. If a method other than wire transfer is specified in
			Escrow Holder, then upon notice from Escrow Holder, delivery shall
		be by wire transfer.	nergaranh 20/2) is to be delivered to Feerow Helder in the same
		manner as the Initial Denosit If the Parties agree to liquid	paragraph 3D(2) is to be delivered to Escrow Holder in the same lated damages in this Agreement, they also agree to incorporate the
		increased deposit into the liquidated damages amount by	y signing a new liquidated damages clause (C.A.R. Form DID) at the
		time the increased deposit is delivered to Escrow Holder	
		(3) RETENTION OF DEPOSIT: Paragraph 29, if initialed	by all Parties or otherwise incorporated into this Agreement,
		specifies a remedy for Buyer's default. Buyer and	Seller are advised to consult with a qualified California real
		estate attorney: (i) Before adding any other clause s	pecifying a remedy (such as release or forfeiture of deposit or
		making a deposit non-refundable) for failure of Buye	r to complete the purchase. Any such clause shall be deemed
		invalid unless the clause independently satisfies the	e statutory liquidated damages requirements set forth in the
	ь	Civil Code; and (ii) Regarding possible liability and	remedies if Buyer falls to deliver the deposit.
	D.	is NOT contingent on Ruyer obtaining a loan. Ruyer shall with	ph 3A, no loan is needed to purchase the Property. This Agreement in the time specified in paragraph 3H(1), Deliver written verification
		of funds sufficient for the purchase price and closing costs.	in the ame specified in paragraph on (1) , Deliver whiten verification
	C.	LOAN(S):	
			ancing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or
		Other is checked in paragraph 3E(1).	
		(2) ADDITIONAL FINANCED AMOUNT: If an additional fi	nanced amount is specified in paragraph 3E(2), that amount will

- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
 (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
 (4) FHAVA: If FHA or VA is checked in paragraph 3E(1), a FHAVA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

 BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit. **ADDITIONAL FINANCING TERMS:**
- - VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a
 - letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.



out not pecific
ancing
tion to closing
ernate nent.
erwise
pe tio clo er ne

Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer. CONDITION OF PROPERTY ON CLOSING:

(1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of

Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present

condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other including possible tenant rights, and what type of written agreement to use of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's

At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the

- Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

 NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property,

Seller may be entitled to Buyer's deposit or other legal remedies.

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the layer tight of Property appraisal contingency. The appraisal contingency is called limited to the value determined by the appraisal. Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA). INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See paragraph 12.
- REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.

_	<u> </u>	
1		P
	UAL HOUSI	

RPA REVISED 12/22	(PAGE 5 OF	16)
-------------------	------------	-----

Property Address:	Date:
E. TITLE:	
(1) This Agreement is, as specified in paragraph 3L(5), contingent upon	Buyer's ability to obtain the title policy provided for in
paragraph 13G and on Buyer's review of a current Preliminary Report	and items that are disclosed or observable even if not
on record or not specified in the Preliminary Report, and satisfying Buye	or regarding the current status of title. Ruyer is advised

to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements. Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the

Report CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11K ("CI Disclosures").

transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary

BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice

REMOVAL OF CONTINGENCY OR CANCELLATION:

For any contingency specified in paragraph 3L or 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the applicable period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery of Seller Documents or Clare and the period specified in paragraph 3L or 5 Days after Delivery or Seller Documents o

Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property on by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(8)

ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.
- **ITEMS INCLUDED IN SALE:**

All EXISTING fixtures and fittings that are attached to the Property;

EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, draperly, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P or excluded by Seller in a counter offer.

Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.

(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features

LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.



RPA REVISED 12/22 (PAGE 6 OF 16	3)
--	----

Property Address:

Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

ALLOCATION OF COSTS

- INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in paragraph 3N(1).

 GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:
- - (1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

POINT OF SALE REQUIREMENTS:

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs. **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable

source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

HOME WARRANTY:

- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.
- (2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.
 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION
- **RIGHTS:**
 - TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:
 - Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
 - The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent. Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt
 - from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.



Property	Addrose.	Data:	
riopeity	Address.	Date:	

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.

B. LEAD DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAÎVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in paragraphs 11A(1), 11B, 11C, and 11D are prohibited by Law.
- F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in paragraph 3L(4) OR 5 Days after Delivery of any disclosures specified in paragraphs 11 A, B, C or D, and defensible space addendum in paragraph 11D, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:
 - (1) Statutory and Other Disclosures: If any disclosure specified in paragraphs 11A, B, C, or D, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within 3 Days after Delivery in person, or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
 - (2) Defensible Space Compliance: If, by the time specified in paragraph 11F, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and
- Buyer has been informed by Escrow Holder.

 I. 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 Web site maintained by the Department of Justice at www. meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

4		
	UAL HOUSING	
O E	DODTIMITY	

Property Address:	Date:
	ed development or other common interest development with a HOA,

- Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- Buyer Investigations include, but are not limited to:
 (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 (A) A general home inspection.

- An inspection for lead-based paint and other lead-based paint hazards.

 An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infections or infections.
- Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

 (D) Any other specific inspections of the physical condition of the land and improvements.

 (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

 Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes.
- Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- employee, unless required by Law. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's obligations under this paragraph shall survive the termination of this Agreement. shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3N(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

 Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTÓ.



- Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

 Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is
 - not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy
- TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 13A, 13C, and 28.

 - BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION
 - (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other
 - Disclosures Delivered by Seller in accordance with **paragraph 11**.

 Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraph 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph** 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
 - Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).
 - **SELLER RIGHT TO CANCEL:**
 - (1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the application of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the
 - return of Buyer's deposit, except for fees incurred by Buyer.

 SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): to Perform, may cancel this Agreement it, by the time specified in this Agreement, Buyer does not take the following action(s):
 (i) Deposit funds as required by paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3);
 (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 5A(2) and 29; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 28; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

 SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been
 - removed or waived in writing.
 - BUYER RIGHT TO CANCEL
 - (1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
 - BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



Property Address:			Date:
E. NOTICE TO BI	JYER OR SELLER TO PERFORM	: The Notice to Buyer to Perform or I	Notice to Seller to Perform shall: (i) be in
			ast 2 Days after Delivery (or until the time
connified in the	annligable nargaranh, whichover oc	ours last) to take the applicable action	n A Notice to Buyer to Derform or Notice

specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

EFFECT OF REMOVAL OF CONTINGENCIES:
(1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing

REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow.

If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party if required by this Agreement and (ii) any exercised to that party. Escapade esta may be payable to service that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are quieffed to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies 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. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this

Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments that are due assessments reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

18. BROKERS AND AGENTS:

- **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller, and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

				1=
PA REVISED 12/22 (PAGE 11 OF 16)	Buyer's Initials	 Seller's Initials	/	EQUAL HOUSI OPPORTUNI

Property Address:	Date:
10 JOINT ECCROW INSTRUCTIONS TO ESCROW HOLDER.	

- - The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept agreement(s) and pay out from Bryania or Seller's funds or both as applicable, the Braker's appropriate provided for in such agreement(s). and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
 - A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11H**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement in that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts
 - Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this
 - Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct before Holder to cancel escrow.
 - A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered
- to Escrow Holder within 3 Days after mutual execution of the amendment.

 20. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers "Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's
- Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

 22. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
- 23. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 24. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws



RPA REVISED	12/22	(PAGE	12 OF	16)
-------------	-------	-------	-------	-----

Seller's Initials

Property Address: Date:

- 25. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used: **A.** "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to
 - the offering Party or that Party's Authorized Agent.
 - B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all **Parties**
 - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as

 - "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the
 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 "Copy" means copy by any means including photocopy, facsimile and electronic. G.

 - Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6)

 - COSE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by in writing. Delivering notice of the change in designated may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 32 or paragraph 33.
 "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

 - "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

 Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

 TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual
- Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety
- 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.



28. LE 33 and pe Ho po res	GALLY AUTHORIZED SIGNER: Wherever the signature or appear on this Agreement or any related documents, it shall d not in an individual capacity, unless otherwise indicated. The rson is acting already exists and is in good standing to do bus lder, within the time specified in paragraph 3N(5) , evidence of the trust or Certification Of Trust (Probate Code § 181 colution, or formation documents of the business entity).	be deemed to be in a representative of e Legally Authorized Signer (i) represe siness in California and (ii) shall Delive of authority to act in that capacity (such 100.5), letters testamentary, court orde	capacity for the entity described ents that the entity for which that er to the other Party and Escrow as but not limited to: applicable er, power of attorney, corporate
If th ir s a S	Buyer fails to complete this purchase because of B deposit actually paid. If the Property is a dwe needed to occupy, then the amount retained shall hall be returned to Buyer. Release of funds will required to Buyer. A SEPARATE LIQUIDATED DATE DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM	Buyer's default, Seller shall retain ling with no more than four unbe no more than 3% of the puruire mutual, Signed release inst. T THE TIME OF ANY INCREASE AMAGES PROVISION INCORPORTION).	n, as liquidated damages, nits, one of which Buyer chase price. Any excess rructions from both Buyer ED DEPOSIT BUYER AND RATING THE INCREASED
	Buyer's Initials/	Seller's Initials	
	The Parties agree to mediate any dispute or claim arising before resorting to arbitration or court action. The media Center for Consumers (www.consumermediation.org) of by the Parties. The Parties also agree to mediate any dispute or claim to, or within a reasonable time after, the any, shall be divided equally among the Parties involved, and if, for any dispute or claim to which this paragraph applies, the matter through mediation, or (ii) before commencement that Party shall not be entitled to recover attorney fees, ever THIS MEDIATION PROVISION APPLIES WHETHER OR NADDITIONAL MEDIATION TERMS: (i) Exclusions from The obligation to mediate does not preclude the right 31C; and (iii) Agent's rights and obligations are furth Arbitration of Disputes paragraph is not initialed.	ation shall be conducted through the r through any other mediation provides sputes or claims with Agents(s), whe dispute or claim is presented to dispute or claim is they would otherwise be available IOT THE ARBITRATION PROVISION this mediation agreement are spoof either Party to seek a preservation.	C.A.R. Real Estate Mediation or or service mutually agreed to who, in writing, agree to such the Agent. Mediation fees, if alling party attorney fees clause, ithout first attempting to resolve a request has been made, then to that Party in any such action. IS INITIALED. ecified in paragraph 31B; (ii) on of rights under paragraph
B C	RBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or resulting transaction, which is not settled through me Parties also agree to arbitrate any disputes or claims wor within a reasonable time after, the dispute or claim through any arbitration provider or service mutually a or justice, or an attorney with at least 5 years of resid agree to a different arbitrator. Enforcement of, and ar arbitrate shall be governed by the procedural rules of Act, notwithstanding any language seemingly to the discovery in accordance with Code of Civil Procedure. Judin any court having jurisdiction. EXCLUSIONS: The following matters are excluded from jurisdiction of a probate, small claims or bankruptcy non-judicial foreclosure or other action or proceeding contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The foll	ediation, shall be decided by neutrith Agents(s), who, in writing, agree is presented to the Agent. The arligreed to by the Parties. The arbitrential real estate Law experience, by motion to compel arbitration put the Federal Arbitration Act, and nontrary in this Agreement. The Past 1283.05. The arbitration shall be digment upon the award of the arbitrour, (ii) an unlawful detainer at to enforce a deed of trust, mortgate of attachment, receivership, injurismmediately after such filling maker arbitration proceeding; or (iii) the filling representation proceeding; or (iii) the shall not be deemed a party to the Shall not be deemed a party t	ral, binding arbitration. The e to such arbitration prior to, bitration shall be conducted ator shall be a retired judge unless the Parties mutually rsuant to, this agreement to not the California Arbitration arties shall have the right to be conducted in accordance rator(s) may be entered into any matter that is within the action; and (iii) a judicial or age or installment land sale the mediation and arbitration of a court action to enable notion, or other provisional estate a request to the court for enting of a mechanic's lien. By agree to do so in writing, and arbitration of a request to the court for enting of a mechanic's lien. By agreement. E ANY DISPUTE ARISING PROVISION DECIDED BY GIVING UP ANY RIGHTS TRIAL. BY INITIALING IN AY AND APPEAL, UNLESS SPUTES' PROVISION. IF ROVISION, YOU MAY BE DE OF CIVIL PROCEDURE. BMIT DISPUTES ARISING ROVISION TO NEUTRAL

Date:

Property Address:

RPA REVISED 12/22 (PAGE 14 OF 16)

Buyer's Initials _

Pro	perty	y Address:	Date:					
32.	A.	date and time specified in paragraph 3C, the offer is Significant Seller has no obligation to result ENTITY BUYERS: (Note: If this paragraph is comform RCSD) is not required for the Legally Authorized	pleted, a Representative Capacity Signature Disclosure (C.A.R.					
		(2) This Agreement is being Signed by a Legally Authorizes See paragraph 28 for additional terms. (3) The pame(s) of the Legally Authorized Signer(s) is a	red Signer in a representative capacity and not in an individual capacity.					
		(5) If the entity is a trust or under probate, the following is	the full name of the trust or probate case, including case #:					
		make up the Agreement.	, and has read and understands, every page and all attachments that					
		BUYER SIGNATURE(S):						
	(Sig	gnature) By, Printed name of BUYER:	Date:					
			Title, if applicable,					
	(Sig	gnature) By,	Date:					
			Title, if applicable,					
	□IF	F MORE THAN TWO SIGNERS, USE Additional Signature	Addendum (C.A.R. Form ASA).					
33.	_	EPTANCE ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.						
		Seller's acceptance is subject to the attached Cour Seller shall return and include the entire agreement with a Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO)	nter Offer or Back-Up Offer Addendum, or both, checked below. In the checked below.					
	B.	 Form RCSD) is not required for the Legally Authorize (1) One or more Sellers is a trust, corporation, LLC, prob (2) This Agreement is being Signed by a Legally Authorize See paragraph 28 for additional terms. 	ed, a Representative Capacity Signature Disclosure form (C.A.R. ed Signers designated below.) ate estate, partnership, holding a power of attorney or other entity. ated Signer in a representative capacity and not in an individual capacity. e: y simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee)					
		(5) If the entity is a trust or under probate, the following is	the full name of the trust or probate case, including case #:					
		-						
	C.	The RPA has 16 pages. Seller acknowledges receipt of make up the Agreement.	, and has read and understands, every page and all attachments that					
	D.							
	(Sig	gnature) By,	Date:					
	(9	Printed name of SELLER:						
		☐ Printed Name of Legally Authorized Signer:						
	(Sig	gnature) By,						
	` `	Printed name of SELLER:						
		☐ Printed Name of Legally Authorized Signer:						
		MORE THAN TWO SIGNERS, USE Additional Signature	Addendum (C.A.R. Form ASA).					
OF	FER	NOT ACCEPTED:/ No Counter Offer is	being made. This offer was not accepted by Seller(date)					
		Seller's Initials						

Proper	ty Address:				Date:			
REAL	ESTATE BROKERS SECTION:							
1. Re 2. Ag 3. Co Se the a r (Co or 4. Pr	eal Estate Agents are not parties to gency relationships are confirmed opperating Broker Compensation: eller's Broker's proceeds in escrow, the e Property is offered for sale or a rec reciprocal MLS, in which the Propert A.R. Form CBC). Declaration of Lice that an exemption exists. esentation of Offer: Pursuant to the itten request, Seller's Agent shall cor	as stated in parage: Seller's Broker agree amount specified iprocal MLS. If Selley is offered for sale, ense and Tax (C.A.R.)	praph 2. ees to pay B in the MLS, p er's Broker a then compe . Form DLT)	uyer's Broker ar provided Buyer's nd Buyer's Brok nsation must be may be used to ORS® Standard	Broker is a Participant of ter are not both Participal specified in a separate document that tax report d of Practice 1-7, if Buye	of the MLS in which ants of the MLS, or written agreement ing will be required		
5. Ag	gents' Signatures and designated	electronic delivery	address:	·				
A.	Buyer's Brokerage Firm							
	Ву			Lic.#	Date			
	Ву							
	Address		_ City		State	_ Zip		
	Email				Phone #			
	☐ More than one agent from the sa☐ More than one brokerage firm re							
	Designated Electronic Delivery	Address(es): (Che	ck all that a	pply)				
	☐ Email above; ☐ Text to Pho	one # above; 🗆 Altern	nate:					
В.	Seller's Brokerage Firm				Lic.#			
	By			Lic.#	Date			
	By							
	Address							
	Email				Phone #	-		
	☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached. ☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.							
	Designated Electronic Delivery	Address(es) (To be	e filled out l	ov Seller's Age	nt) (Check all that app	lv):		
	☐ Email above; ☐ Text to Pho				, (.,,,		
Escri Offer para Escri Escri By_ Addr Phor	ROW HOLDER ACKNOWLEDGME ow Holder acknowledges receipt of a r numbers graph 19 of this Agreement, any sur ow Holder is advised by ow Holder gress me/Fax/E-mail ow Holder has the following license repartment of Financial Protection and	Copy of this Agreem and and poplemental escrow in	nstructions a that t	, and a nd the terms of E he date of Acce	grees to act as Escrow Escrow Holder's general ptance of the AgreemenEscrow #Date	Holder subject to provisions.		
PRE	SENTATION OF OFFER:	/ Seller's Breller's Breller Initials	okerage Firr	n presented this	offer to Seller on	(date).		
	Agent or Se	eller Initials						

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
55 C South Virgil Avenue, Los Angeles, California 90020

RPA REVISED 12/22 (PAGE 16 OF 16)



Buyer's Initials _

_ Seller's Initials _



Date Prepared:

LEASE LISTING AGREEMENT EXCLUSIVE AUTHORIZATION TO LEASE OR RENT (C.A.R. Form LL, Revised 12/22)

								perty Owner" or "RPO")
h	ereb	y emp	loys and gran	its				("Broker")
b	egin	ning (d	date)		and ending at 11	:59 P.M. on (date)		("Broker") ("Listing Period")
tl	he ex	clusiv	e and irrevoca	able right to lease or	r rent the real prope	rty in the City of		,
C	Coun	tv of				_, California, described	as	,
		,				_,		("Premises").
2. L	ISTI	NG TI	ERMS:					(1101111000).
	۱. F	RENT	AMOUNT:			Dollars \$		per
Е	3. S	ECUF	RITY DEPOSI	Г				
). T	YPE (OF TENANCY	: (Check all that app	oly): 🗀 Month-to-mo	nth; 🗌 One year 🗌 Othe	r	
). [[*]	TEMS ropert	INCLUDED I	N LEASE/RENTAL	.: All fixtures and fitt	ings attached to the Pre	emises and the follo	owing items of personal
E	. Р р	PERSO ropert	NAL PROPE y are being le	RTY THAT WILL If on the Premises a	as a courtesy by RP	O and are not warranted	d in any way, nor wi	wing items of personal II they be maintained or
F	. I	TEMS	EXCLUDED I	FROM LEASE/REN	ITAL: Garage/Car	rnort:		·
•	7. <i>P</i>	וווטטוו	IONAL IENIVI	5:	TAL darage, our			
3. C N ii	OMI lotic ndiv	PENS/ e: Th idual	ATION: ne amount (ly and ma	or rate of real e	state commission	ons is not fixed by	law. They are	set by each Broker
C	omp	oensa	ation and fe	es to Broker).		•		
Α					sation for services, i	rrespective of agency re	elationship(s), as sp	ecified below:
	(r fixed-term l					
								the total rent payments
		/l= \	due under t	he lease); or (ii)	tic not company and tic n	f		; , if a
		(D)	fixed term le	to pay Broker addi	tional compensation	tional fived town Daven	antia dua unan au	, IT a
	(2	2) Fo	r month-to-m	onth rental: Either	(i) \square perce	ent of	ent is due upon suc $_$; or (ii) \square $_$	h extension or renewal.
	(,	3) FO	r eitner a fixe	ed term or month-1	to-montn:	according broker D	PO or any other no	erson procures a ready,
		(a)	willing, and a the Tenant t	able Tenant(s) whos akes possession of	se offer to lease/rent f the Premises unde	the Premises on any pri- r the terms of the lease	ce and terms is acc or rental or is prev	epted by RPO, provided ented from doing so by gins during or after the
			expiration of	the Listing Period,	or any extension.)			
			If RPO, with contract to t who physica cooperating or rent the P later than th names of su	nin calend ransfer, lease or rer ally entered and was broker; or (ii) for wh remises. RPO, how e end of the Listing ch Prospective Tran	ar days after the ent the Premises to an area shown the Premise nom Broker or any covever, shall have no Period or any externsferees.	nyone ("Prospective Tra es during the Listing Per coperating broker subm obligation to Broker und esion or cancellation, Br	nsferee") or that period or any extension itted to RPO a sign of this subparagra oker has given RPO	n thereof, enters into a erson's related entity: (i) in thereof by Broker or a ed, written offer to lease uph 3A(3)(b) unless, no a written notice of the
		(c)	If, without B	oker's prior written o	consent, the Premise	es are withdrawn from le	ase/rental, are leas	ed, rented, or otherwise
	2 16	comn	transferred,	or made unmarketa	ible by a voluntary a	ct of RPO during the Lis	sting Period, or any	extension. en compensation which
-	o a	therwi rbitrat	se would have ion, settlemen	e been earned und t or otherwise, and t	er paragraph 3A s	hall be payable only if ual to the lesser of one-	and when RPO co	llects damages by suit, recovered or the above
C	c. Ir	n addit	ion, RPO agre	es to pay:	Expenses of collection			
). E	Broker	may retain co	mpensation due from authorized to instru	om any move-in pay	ments made by Tenan	t to Broker pursual	nt to the lease or rental n any move-in payment
E	a E. C	nd ma CON or ente	ike a separate IPENSATION rs into an agr	payment to Broker ON SUBSEQUENT eement to acquire to	for such amount. SALE TO TENANT title to Premises or	: RPO agrees to pay Broany part thereof, wheth	oker if Tenant direct er by sale, exchan	rly or indirectly acquires, ge or otherwise, during tal consideration in said equitable interest in the

Premises and, if there is an escrow, shall be through escrow.

Pro	perty	Add	ress:		Date:
	F.		Broker is auth	horized to cooperate with and	cooperation with, and the amount of compensation offered to, other brokers. compensate brokers participating through the multiple listing service(s) oker's compensation specified in 3A :
			(a) For a fixe	d term lease, either nth to month rental, either	percent of the total rent for the term, or \$\square\$; or percent of amount specified in 3A(2) used to calculate Broker's
		(2)	percentag	ge compensation, or \$	compensate brokers operating outside the MLS as per Broker's policy.
	G.	(1)	RPO warrants	that RPO has no obligation to pa	y compensation to any other broker regarding the lease or rental of Premises
		(2)	If Premises are	remises are leased or rented to eleased or rented to anyone liste out entitled to compensation und	to: ed in 3G(1) during the time RPO is obligated to compensate another broker: ler this Agreement; and (ii) Broker is not obligated to represent RPO with
4.	TEN		respect to suc	ch transaction.	
	A.	The	following are	due and payable to RPO, unles	ss otherwise specified:
		1.	First Month's	Rent: ☐ to Broker; due ☐ at exe	ecution, upon possession, other
		2.	Security Depo	osit: Li to Broker; due Li at exec	ution, □ upon possession, □ other □ to Broker; □ When due:
		3. 4	Other:		□ to Broker; □ When due: □
	R	D	IRECT ELECT	BONIC BENTAL PAYMENTS: If	RPO permits Tenant to pay rent by direct deposit such as wire or electronic
5.	KEY	payr Tena /SAF	ment or other on ant defaults and FE/LOCKBOX:	online method, RPO should discud an eviction becomes necessary. (If checked) RPO authorizes	uss with a Landlord-Tenant attorney the implications of doing so in the event. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information. the use of a keysafe/lockbox to allow entry into the Premises and agrees to
6				addendum (C.A.R. Form KLA).	FOR LEASE sign on the Premises.
5. 7.	MUI	LTIPI	LE LISTING S	ERVICE: Information about this I	sting will (or \square will not) be provided to a multiple listing service(s) ("MLS") of
	Brok	ker's	selection. If no	t, then MLS rules may require an e	exclusion form, such as C.A.R Form SELM, be submitted to the MLS. All terms
	of th	e trai	nsaction will be	provided to the selected MLS for	publication, dissemination and use by persons and entities on terms approved pplicable MLS rules. MLS rules allow MLS data to be made available by the
	MLS	ite ivi S to a	additional Intern	let sites unless Broker gives the M	ILS instructions to the contrary.
8.	SEC	CURI	TY AND INSU	JRANCE: Broker is not responsi	ble for loss of or damage to personal or real property, or person, whether
					f the Premises, or otherwise. Third parties, including, but not limited to,
					access to, and take videos and photographs of, the interior of the Premises. guard and protect valuables that might be accessible during showings of the
	Prer	nises	s: and (ii) to ob	tain insurance to protect against	these risks. Broker does not maintain insurance to protect RPO.
9.					nts that: (i) RPO is the legal RPO of the Premises; (ii) no other persons
					has the authority to both execute this Agreement and lease or rent the
10	Prer	nises	s. Exceptions t	to ownership, title and authority:	ss otherwise specified in writing, RPO is unaware of: (i) any recorded Notice
10.					amounts due under any loan secured by, or other obligation affecting, the
	Prer	nises	s; (iii) any banl	kruptcy, insolvency or similar pro	ceeding affecting the Premises; (iv) any litigation, arbitration, administrative
					eatened action that does or may affect the Premises or RPO's ability to lease,
	rent	or tr	anster it; and (V) any current, pending or propo-	sed special assessments affecting the Premises. RPO shall promptly notify items during the Listing Period or any extension thereof.
11.				AND REPORTING:	items during the Listing I enou of any extension thereof.
	A.	If RF	PO is not a Cal	lifornia Resident or a corporation	or LLC qualified to conduct business in California, RPO authorizes Broker
					ax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 completes and transmits to Broker FTB form 589, nonresident reduced
					thholding waiver, or FTB form 590, withholding exemption certificate.
		If RE	PO is a nonresi	ident alien individual, a foreign e	ntity, or other non-U.S. person, (Foreign Investor) RPO authorizes Broker to
					ce (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental
					nitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Income Connected With the Conduct of a Trade of Business in the United
					in a U.S. tax payer identification number and file declaration with the IRS
					complete the form given to Broker. Further, the Foreign Investor RPO will be
	C.	Rrok	onsible for ma	king any necessary estimated ta:	x payments. ived to tax collection agencies via IRS form 1099.
12.			R'S AND RPO		ived to tax concessor agencies via interiorin 1035.
	A.				le diligence to achieve the purposes of this Agreement. Unless RPO gives
					s authorized to advertise and market the Premises in any medium, selected e extent permitted by these media, including MLS, control the dissemination
				submitted to any medium.	e extent permitted by these media, including MLO, control the dissemination
	B.	RPC	agrees to co	mplete Rental Property Owner I	Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within
					. Additionally, RPO shall, upon request by Broker, update or complete a
	C.				d to a tenant (lessee) with the lease or rental agreement. roker and to act in good faith to accomplish the lease or rental of the
		Prer	mises by, amo	ng other things, making the Pre	emises available for showing at reasonable times and referring to Broker
					ses subject to 3G, and following all applicable fair housing laws. RPO
					terms to list and lease or rent the Premises. RPO, but NOT Broker, is safety legal requirements, such as but not limited to smoke alarm and
				detector installation, and water	



carbon monoxide detector installation, and water heater bracing.

Property Address: Date:

D. 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, attorney fees 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 3E, 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 3G.

- 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.

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)

(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 MIMO 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.

Mediation fees, if any, shall be divided equally among the parties involved.

- If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, 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 to enable the recording of a notice of pending action of the mediation provisions. or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

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, and Broker/Manager does not approve of its terms, 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:

- ☑ Rental Property Owner Disclosure (C.A.R. Form RPOD);
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- ☑ California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
 ☐ Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) D
- ☐ Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
- 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.



Property Address:						e:
21. LEGALLY AUTHORIZED S block below, appear on this A described and not in an indiv for which that person is acting 3 Days after execution of this the trust or Certification Of Tr or formation documents of the	Agreement or any re vidual capacity, unle g already exists and s Agreement, evider rust (Probate Code §	elated docume ess otherwise I is in good sta nce of authorit	ents, it sha indicated anding to o v to act in	all be deemed The Legally business in that capacity (to be in a representative Authorized Signer (i) re California and (ii) shall (such as but not limited	re capacity for the entity epresents that the entity deliver to Broker, within to: applicable portion of
By signing below, RPO acknowledgement.	wledges that RPO	has read, u	nderstan	ds, received	a copy of, and agree	s to the terms of this
□ ENTITY RENTAL PROF (C.A.R. Form RCSD) is (1) One or more RPO's (2) This Agreement is be individual. See par (3) The name(s) of the (4) If a trust, identify RF or Doe Revocable F (5) If the entity is a trust	not required for the s is a trust, corporation of the second signed by a largraph 20 for additional Legally Authorized SPO as trustee(s) of the second signer.	Legally Authorion, LLC, problems, LLC, problems, Legally Authoritional terms. Signer(s) is:the trust or by	orized Sig pate estat rized Sign simplified	ners designate e, partnership, ner in a represe d trust name (e	ed below.) other entity or holds a entative capacity and n	power of attorney . ot for him/herself as an . e, Jane Doe, co-trustee
						·
RENTAL PROPERTY OWNER S	SIGNATURE(S):					
(Signature) By,					D	ate:
Printed name of RPO:						
☐ Printed Name of Legally Author	rized Signer:				Title, if applica	ble,
(Signature) By,					D	ate:
Printed name of RPO:		1				
☐ Printed Name of Legally Author					Title, if applicab	le,
•	•		,		DDE!! "	
Real Estate Broker(Firm)						Zip
Address	`					
By						
Ву						
☐ Two Brokers with differer Broker Acknowledgement (C	it companies are cons.A.R. Form ABA).	o-listing the P	remises.	Co-listing Bro	oker information is on	the attached Additional

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
5 c
525 South Virgil Avenue, Los Angeles, California 90020





MOVE OUT INSPECTION (C.A.R. Form MOI, 12/22)

Pro	perty Address:					, Unit No
Tei	nant(s):					.
Мо	ve-Out Inspection Date:					
N	OTE TO HOUSING PRO	VIDE	RA	ND TENANT	r: When comple	leting this form check the Premises carefully. Items listed for each room
Ca	tegory are examples of w	vhat r	might	t exist. Some	e properties ma	ay not have each item listed and some may have other items that are not condition. If not satisfactory, check the appropriate box:
115	O – OTHER	iecke			r Satisfactory Co	• • • • • • • • • • • • • • • • • • • •
	U-UIRER			- DEPUSI	DEDUCTION	N/A – NOT APPLICABLE (item is not included)
1.	FRONT YARD/	Move	out	condition		
	EXTERIOR:	0		N/A		Comments
	Landscaping					
	Fences/Gates					
	Sprinklers/Timers					
	Walks/Driveway					
	Porches/Stairs					
	Mailbox		П			
	Light Fixtures					
	Building Exterior					
	Other					
	Tenant Remarks:				7	
	renant riemarks.					
2.	BACK/SIDE/YARD:					
	Patio/Deck/Balcony					
	Patio Cover(s)					
	Landscaping					
	Sprinklers/Timers					
	Pool/Heater/Equipment					
	Spa/Cover/Equipment					
	Fences/Gates					
	Otto - ·					
	Tenant Remarks:					
3.	GENERAL CONDITION	N·				
٥.	Paint					
	Cleaning				lean 🗆 Other	
	Other		1016	ssional 🗆 O	lean _ Other _	
	Tenant Remarks:					
	renant hemarks:					
4.	ENTRY:					
••	Screen/Security Doors					
	Entry Door					
	Knobs/Locks	_				
	Flooring/Baseboards	_				
	Walls/Ceilings					
	Light Fixtures/Fans					
	•					
	Switches/Outlets	Ш		Ш		
	Other					
	Tenant Remarks:					

Мо	ve out condition:	0	D	N/A	Comments
5.	LIVING ROOM:				
	Doors/Knobs/Locks				
	Flooring/Baseboards				
	Walls/Ceilings				
	Window Coverings				
	Window Locks/Screens				
$\overline{}$	Light Fixtures/Fans				
	Switches/Outlets				
`	Fireplace Equipment		6		
	Other			ш.	
	Tenant Remarks:				
	Teriaint Heritarks.				
6.	DINING ROOM:				
	Flooring/Baseboards				
	Walls/Ceilings				
	Window Coverings				
	Window Locks/Screens				
	Light Fixtures/Fans				
	Switches/Outlets		7		
	Other			٧.	
	Tenant Remarks:				
	renant hemarks:				
7.	KITCHEN:				
•	Flooring/Baseboards			П	
	Walls/Ceiling				
	Window Coverings				
	Windows/Locks/Screens				
	Light Fixtures	, 	П	Π.	
	Switches/Outlets			П.	
	Range/Fan/Hood				
				-	
	Oven			Π.	
	Microwave				
	Refrigerator				
	Dishwasher				
	Sink and disposal				
	Faucets and plumbing				
	Cabinets and counters				
	Tenant Remarks:				
8.	HALL AND STAIRS:				
	Flooring/Baseboards	П			
	Walls/Ceiling				
	Light Fixtures				
	Switches/Outlets				
	Closet/Cabinets				
	Railings/Banisters				
	Other				
9.	LAUNDRY:				
	Faucets/Valves				
	Plumbing/Drains				
	Cabinets/Counters				
	Other				
	Tenant Remarks:				



ve out condition:	0	D	N/A	Comments	0	D	ı	N/A	A Comments
BEDROOMS: BEDROOM #					BEC	R	0	OM	1 #
Doors/Knobs/Locks									
Flooring/Baseboards									
Walls/Ceilings									
Window Coverings									
Windows/Locks/Screen	s□								
Light Fixtures/Fans				[
Switches/Outlets									
Closet/Closet Doors/Track									
Smoke Detectors									
Other									
BEDROOM #					BEC	R	0	OM	1 #
Doors/Knobs/Locks									
Flooring/Baseboards					_	П			
Walls/Ceilings					_				
Window Coverings									
Windows/Locks/Screen									
Light Fixtures/Fans	o □	H							
Switches/Outlets									
Closet/Closet Doors/Track									
Smoke Detectors	o ⊔ □								
Other			Ш_		_				
Tenant Remarks for a	all be	edro	oms	above:					
BATHROOMS: BATHROOM #			,		RΔT	НЕ	R	ററ	M#
Doors/Knobs/Locks				• • • • • • • • • • • • • • • • • • •					
Flooring/Baseboards									
Walls/Ceilings			_						
Windows/Locks/Screens									
Lights/Switches/Outlets									
Toilet/Tub/Shower									
Shower Door/Rail/Curtair	_								
Sink/Faucet/Drains									
Exhaust Fan									
Towel/TP Rack(s)									
			Ц_						
Cabinets/Counters Other								Ш	
BATHROOM #					RΔT	Н	Βí	00	M #
Doors/Knobs/Locks			П				ľ		W 11
Flooring/Baseboards					4				
Walls/Ceilings									
Windows/Locks/Screens									
Lights/Switches/Outlets									
Toilet/Tub/Shower	, _□								
Shower Door/Rail/Curtair									
Sink/Faucet/Drains				[
				[
Exhaust Fan				[
Towel/TP Rack(s)									
Cabinets/Counters				[Ш	
Other	ll ba	the	ome	above:					
Lenain nemarks for a	ııı ba	uirc	OIIIS	above:					



Mov	e out condition:	0	D	N/A	Comments	0	D	N/A	Comments
	OTHER ROOMS: Other Room					Oth	er	Room	
4	Doors/Knobs/Locks								
	Flooring/Baseboards								
	Walls/Ceilings								
	Window Coverings								
	Windows/Locks/Screens								
$\overline{}$	Light Fixtures/Fans								
	Switches/Outlets								
	Closet/Closet Doors/Tracks								
	Other					_			
	Other								
	Additional Other Room	າຣ:_							
	Topont Bomorko for ol	I O+	hor	Paama	above:				
	Tenant Remarks for a	ı Ol	ner	ROOMS	above:				
	SYSTEMS/SAFETY/ SECURITY: Furnace/Thermostat								
	Air Conditioner	A							
	Water Heater								
	Water Softener	П							
	Smoke/CO Detectors								
	Security System								
	•			3-					
	Other								
	Tenant Remarks:								
	GARAGE/PARKING: Garage Door								
	Other Door(s)	П							
	Driveway/Floor	П							
	Cabinets/Counters								
	Light Fixtures	П							
	Switches/Outlets	П				7			
	Electrical/Exposed Wiring					7			
	(-)								
	Other Storage/Shelving								
	Other Tenant Remarks:								
						,		,	
					vide description and number of keys/				
					Other Key				
	PERSONAL PROPERT	_				-			
7.	ADDITIONAL FEATUR	E5 ()K I	I EMS II	NCLUDED; ATTACHMENTS:				
/IO	VE OUT SIGNATURES:								
			ert	v Owne	r or Agent):				Date:
		_		-					
en									Date:horized distribution, display and reproduction

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





PROPERTY MANAGEMENT AGREEMENT (C.A.R. Form PMA, Revised 12/22)

Da	te Pre	epared:
Δ		("Rental Property Owner" or "RPO"),
and	t	("Broker"), agree as follows:
1.		POINTMENT OF BROKER: RPO employs and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as
	В.	and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date), at 11:59 PM. After the exclusive term expires, this Property Management Agreement ("Agreement") shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other. EARLY TERMINATION: (1) □ Either party may terminate this Agreement" on at least 30 days written notice months after the original commencement date of this Agreement. (2) Either party may terminate this Agreement at any time, upon written notice, for cause.
2	DD	
۷.	Α.	DPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment and grant, and agrees to: Use due diligence in the performance of this Agreement. Furnish the services for the rental, leasing, operation and management of the Property at the reasonable discretion of the Property Manager.
3.	AU A.	THORITY AND POWERS: RPO grants Property Manager the authority and power, at RPO's expense, to: ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in a Multiple Listing Service, on the Internet, online and in other media, or any other method selected by Broker.
	В.	 RENTAL; LEASING: DIRECT ELECTRONIC RENTAL PAYMENTS: (1) Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. (2) Any lease or rental agreement executed by Property Manager for RPO shall not exceed year(s) or □ shall be month-
		to-month. (3) Unless RPO authorizes a lower amount, rent shall be: □ at market rate; OR □ a minimum of \$ per; OR □ see attachment.
	•	(4) 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.
	C.	TENANCY TERMINATION: Sign and serve in RPO's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in RPO's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.
		REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. RPO agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant (Lessee) to water/maintain gardens, landscaping trees or shrubs. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting
	F.	of signs or notices.
		(1) Contract, hire, supervise and/or discharge firms and persons required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through, if applicable, attorneys, or agents, employees, or independent contractors operating through Property Manager's broker's license.
		(2) Property Manager's is authorized to supervise the activity of any RPO's employees or independent contractors performing services required for the operation and maintenance of the Property. However, Property Manager shall not be responsible for the acts, omissions, defaults, negligence of any such employees or independent contractors of RPO, or for any associated costs and RPO agrees to indemnify, defend and hold Property Manager harmless for the foregoing as set forth in section 4C below.
	G.	EXPENSE PAYMENTS: Pay expenses and costs for the Property from RPO's funds held by Property Manager, subject to availability of sufficient funds on reserve and the timely delivery to Property Manager of all necessary billing statements, as set forth below. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, and other expenses related to this Agreement. However, for the following items, RPO shall make direct payments, unless Broker is checked or it is otherwise agreed:
		 (1) Property taxes: RPO Pays or, if checked □ Broker Pays (2) Mortgage Payment: RPO Pays or, if checked □ Broker Pays (3) HOA dues and fees: RPO Pays or, if checked □ Broker Pays (4) Property insurance: RPO Pays or, if checked □ Broker Pays (5) Utilities: RPO Pays or, if checked □ Broker Pays (6) □ Other: RPO Pays or, if checked □ Broker Pays
		(7) Other: RPO Pays or, if checked Broker Pays

RPO's Initials ___

4	(1) Property Manager shall obtain prior approval of RPO for all expenditures over \$ for any one item.
	(2) For any vacancy, total expenses shall not exceed \$ per vacant unit (per month) without prior approval of RPO. (3) Prior approval shall not be required for monthly or recurring operating charges, or, if in Property Manager's opinion,
	emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent
	injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants
	required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for
	human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be ☐ given to RPO, or ☐ placed in Property
	Manager's trust account and, if held in Property Manager's trust account, pay from RPO's funds all interest on tenants' security
	deposits if required by local law or ordinance. RPO shall be responsible to tenants for return of security deposits and all interest
	due on security deposits held by RPO. TRUST FUNDS: Deposit all receipts collected for RPO, less any sums properly deducted or disbursed, in a financial institution
J. \	whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate
	from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial
17	institution.
K.	RESERVES: Maintain a reserve in Property Manager's trust account of \$ DISBURSEMENTS: Disburse RPO's funds held in Property Manager's trust account in the following order:
_	(1) Compensation due Property Manager under paragraph 8.
	(2) All other operating expenses, costs and disbursements payable from RPO's funds held by Property Manager.
	(3) Reserves and security deposits held by Property Manager.(4) Balance to RPO.
M.	RPO DISTRIBUTION: Remit funds, if any are available, monthly (or), to RPO.
N.	RPO DISTRIBUTION: Remit funds, if any are available, monthly (or), to RPO. RPO STATEMENTS: Deliver monthly (or _ Quarterly, or), and year-end statements of receipts, expenses and
0	charges for each Property. PROPERTY MANAGER FUNDS: Property Manager shell not advance Property Manager's own funds in connection with the
U.	PROPERTY MANAGER FUNDS: Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.
Ρ.	KEYSAFE/LOCKBOX: ☐ (If checked) RPO authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees
_	to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
Q.	MAIL FORWARDING: Under no circumstances shall Property Manager be responsible for the forwarding of any mail directed to any previous occupant, all of which may be refused and returned to sender.
DE	NTAL PROPERTY OWNER RESPONSIBILITIES: RPO shall:
	Provide all documentation and records as required by law or required by Property Manager to manage and operate the Property,
	and immediately notify Property Manager if RPO becomes aware of any change in such documentation, records, or any matter
_	affecting the habitability of the Property.
В.	RPO agrees to complete Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within 3 Days of completing (or □ with) this Agreement. Additionally, RPO shall, upon request by Broker, update or complete a new
	disclosure, as required by law, to be provided to a tenant (lessee) with the lease or rental agreement.
C.	Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all
	costs, expenses, suits, claims, liabilities, damages, judgements, attorney fees 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 any repairs performed by RPO or by others hired directly by RPO; (ii) for those acts relating to the management, leasing,
	rental, security deposits, or operation of the Property by Property Manager, or any person operating through Property Manager's
	broker's license, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; (iii)
	from any incorrect or incomplete information supplied by RPO, or 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 Property Manager's negligence but not to the willful misconduct or gross negligence of Property Manager 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
D.	Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety
	Code §§ 17920.3 and 17920.10 and other applicable law.
Ę.	Pay all interest on tenants' security deposits if required by local law or ordinance. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000 (or \$). If
•	RPO fails to do so, RPO authorizes Property Manager to obtain such insurance and charge RPO pursuant to paragraph 3 ; and
	(ii) property damage and worker's compensation insurance adequate to protect the interests of RPO and Property Manager.
	Property Manager shall be, and RPO authorizes Property Manager to be, named as an additional insured party on RPO's policies.
G.	Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties,
	if the failure is due to insufficient funds in Property Manager's trust account available for such payment.
Н.	
	responsibilities.
	NTAL PROPERTY RPO REPRESENTATIONS: O represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the
Pro	perty; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy,
	olvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation,
inso	
or c	other pending or threatened action that does or may affect the Property or RPO's ability to transfer it; and (v) any current, pending
or c	proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes
or or pays	proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes are of any of these items during the term of this Agreement.
or or or payed	proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes are of any of these items during the term of this Agreement. X WITHHOLDING AND REPORTING: If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Property
or or or payed	proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes are of any of these items during the term of this Agreement. X WITHHOLDING AND REPORTING: If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed
or or or payed	proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes are of any of these items during the term of this Agreement. X WITHHOLDING AND REPORTING: If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Property

Date:

RPO Name:

5.

exemption certificate.

PMA REVISED 12/22 (PAGE 2 OF 5)

H. LIMITATIONS ON PAYMENTS, AND EXCEPTIONS:

RPO's Initials _

		to tr Cert Trac file a Furt Brol	nager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects eat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, tificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a de of Business in the United States. A Foreign investor RPO will need to obtain a U.S. tax payer identification number and a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. her, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments. Ker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.
7.			NSATION: Diagrees to pay Property Manager fees in the amounts indicated below for:
	^ :	(1)	Management:
		(2)	Renting or Leasing:
		(3)	□ For preparation/prelitigation
		(4)	☐ For preparation/prelitigation ☐ ☐ To perform/participate in an eviction proceeding ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
		(4) (5)	Preparing Property for rental or lease: Managing Property during extended periods of vacancy:
			Managing Property during extended periods of vacancy: An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager:
		(7) (8)	On Boarding/Set Up fee:Cancellation (by RPO or Property Manager):
		(0)	□ During Term
			☐ At any other time ☐ Off Boarding/File Preparation and File Closing fee
			Tax Withholding and Reporting:
	D		Other:s Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for
	Ь.	sale	or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal
			ice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending D's Association meetings or
			S ASSOCIATION Meetings of
		If RI	O requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these
	_	serv	rices are performed.
	C.		perty Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property hager.
	D.	RPC	Ofurther agrees that: Property Manager may receive and keep fees and charges from tenants, or as applicable be reimbursed for fees charged
		(1)	for: (i) requesting an assignment of lease or sublease of the Property: (ii) processing credit applications: (iii) any returned
			checks and/or (if checked) late payments; (iv) any bank credits or credit card points/credit received; (v) any technology platform credits, fees, and charges; (vi) lock-boxes/keysafes; and (vii) eviction protection services. Property Manager shall
		(2)	disclose any such fees and charges. Attached is Property Manager's schedule of fees and charges. Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through
		(2)	affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees,
			commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations:
			Property Manager shall disclose to RPO any other such relationships as they occur. Property Manager shall not receive any
			fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior
		(3)	disclosure to RPO. Other:
8.			Y RELATIONSHIPS: Property Manager may act, and RPO hereby consents to Property Manager acting, as dual agent for
			d tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this ent permits a tenancy in excess of one year, RPO acknowledges receipt of the "Disclosure Regarding Agency Relationships"
	(Č.A	۱.R.	Form AD). RPO understands that Property Manager may have or obtain property management agreements on other, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or
	simi	lar to	PPO's Property. RPO consents to Property Manager's representation of other RPOs' properties before, during and after
		•	ration of this Agreement.
9.			S: Any written notice to RPO or Property Manager from the other party required under this Agreement shall be served by such notice (i) by first class mail to that party at the address below, or at any different address the parties may later designate
	for t	his p	purpose. (ii) to the following email address: Aragraph 14, shall be deemed received three (3) calendar days after deposit into the United States mail. Electronic notice
	shal	l be	deemed received the next business day after it is sent.
10.	whe	;UKI ther	TY AND INSURANCE: Property Manager is not responsible for loss of or damage to personal or real property, or person, attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to,
	insp	ecto	rs, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises.
			rees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the s; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
11.	ATT	ORN	NEY FEES: In any action, proceeding or arbitration between RPO and Property Manager arising out of this Agreement, RPO

B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person (Foreign Investor) RPO authorizes Property



Date:

RPO Name:

12.	DISPUTE RESOLUTION:
	 A. MEDIATION: RPO and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such below the prevailing party shall be entitled to recover a table.
	notwithstanding paragraph 11. Exclusions from this mediation agreement are specified in paragraph 12B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation and arbitration: (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 Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
13.	EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.
14.	□ MODIFICATION OF AGREEMENT: Property Manager may modify the terms of this Agreement upon first providing 30 (□ or) days written notice to RPO. If RPO objects to the modified terms in writing during that timeframe, Property Manager may either rescind the modification or allow the RPO to terminate the Agreement. If RPO terminates the agreement under this provision, no cancellation fee pursuant to paragraph 7A(8) is owed.
15.	ADDITIONAL TERMS: A. ☑ Rental Property Owner Disclosure (C.A.R. Form RPOD); B. ☑ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA); C. ☑ California Consumer Privacy Act Advisory (C.A.R. Form CCPA); D. ☑ Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) E. □ Keysafe/Lockbox-Addendum (C.A.R. Form KLA); F. Other:
16.	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.
17.	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).
18.	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 are as follows:



Date:__

RPO Name:

RPO Name:Date:	
By signing below, RPO acknowledges that RPO has read, understands, accepts and has received a co	opy of this Agreement.
 ENTITY RENTAL PROPERTY OWNERS: (Note: If this paragraph is completed, a Representative Capa (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.) One or more RPOs is a trust, corporation, LLC, probate estate, partnership, other entity or holds a pow (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and individual. See paragraph 17 for additional terms. The name(s) of the Legally Authorized Signer(s) is:	ver of attorney. not for him/herself as an ne Doe, co-trustee or Doe
RENTAL PROPERTY OWNER SIGNATURE(S):	
(Signature) By,	Date:
Printed name of RPO:	
Social Security/Tax ID # (for reporting purposes):	
□ Printed Name of Legally Authorized Signer: Title, if applicable, _	
(Signature) By,	Date:
Printed name of RPO:	
Social Security/Tax ID # (for reporting purposes):	
□ Printed Name of Legally Authorized Signer: Title, if applicable, _	
☐ Additional Signature Addendum attached (C.A.R. Form ASA)	
BROKER SIGNATURE(S):	
Real Estate Broker (Firm) DRE	
Address City State _	Zip
By TelE-mail DRE Lic#	Date
By Tel DRE Lic#	Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTIONS. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form RLMM, Revised 12/22)

				("Tenant")
	d			ental Property Owner, Authorized Broker
	•		or Property Manager ("Housing Provider"), agree as follows ("Agreement"):	
1.			PERTY:	
			lousing Provider rents to Tenant and Tenant rents from Housing Provider, the real properties	
	В.	Th	he Premises are for the sole use as a personal residence by the following named per	son(s) only:
		_		
		mo	any person in the Premises, other than those listed in this paragraph are considered gonore than 14 (or □) days without Landlord's written consent.	
	C.	I h	The following personal property, maintained pursuant to ${\bf paragraph11}$, is included: or \square (if checked) the personal property	
			he Premises may be subject to a local rent control ordinance	·
2.	cale to 7 with sec	enda Tena n Ho turity neck A.	I: The term begins on (date) ("Commencement Date"). If Tenan it has no right to possession or keys to the premises and; (ii) this Agreement is voided ar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivant's last known address; or (iii) by email, if provided in Tenant's application or predousing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider paid. ck A or B): Month-to-Month: This Agreement continues from the commencement date as a	vered to Tenant (i) in person; (ii) by mail viously used by Tenant to communicate rovider shall refund to Tenant all rent and month-to-month tenancy. Tenant may
		В.	terminate the tenancy by giving written notice at least 30 days prior to the inter responsible for paying rent through the termination date even if moving out early. However, by giving written notice as provided by law. Such notices may be given on any date. Lease: This Agreement shall terminate on (date)	nded termination date. Tenant shall be using Provider may terminate the tenancy e. AM/_PM. Tenant shall vacate the tenant have extended this Agreement in cause eviction control under any state or a Rent), in which case a month-to-month oh 2A. Rent shall be at a rate agreed to
3.	dep A. B. C.	NT: Dosit Ter Re If C mo 1/3	: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the	nd is delinquent on the next day. agraph 3B, and Tenant has paid one full he shall be prorated and Tenant shall pay
	D.		1) Rent shall be paid by \square personal check, \square money order, \square cashier's check, made pay	vable to
		(-)	, wire/electronic payment to	
			or □ other Payment via electronic apps such as Pay	/Pal or Venmo will not (□ will) be accepted.
		(2)	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 Te	enant) (and \square if checked, rent may be paid
	F		personally, between the hours of and on the following days B) If any payment is returned for non-sufficient funds ("NSF") or because tenant sto Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii order, or □ cashier's check. Bent payments received by Housing Provider shall be applied to the earliest amount(s)) all future Rent shall be paid by □ money
4.	SE	CUE	IRITY DEPOSIT:	·
7.		All (wh Ten rep PA rein the rec	enant agrees to pay \$ as a security deposit. Security deposit owner of the Premises, or \(\) held in Owner's Broker's trust account. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) which includes Late Charges, NSF fees or other sums due); (ii) repair damage, exclusion or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, the place or return personal property or appurtenances. SECURITY DEPOSIT SHALL NEAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used instate the total security deposit within 5 days after written notice is delivered to Tenant en Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicated exercised and the basis for its disposition and supporting documentation as required by the enturn any remaining portion of the security deposit to Tenant.	cure Tenant's default in payment of Rent uding ordinary wear and tear, caused by upon termination of the tenancy; and (iv) NOT BE USED BY TENANT IN LIEU OF sed during the tenancy, Tenant agrees to ant. Within 21 days after Tenant vacates ating the amount of any security deposit
© 2	022, C	aliforr	ornia Association of REALTORS®, Inc.	

Pre	mises:				Date:	
5.	 D. No interest will be paid E. If the security deposit in Owner's Broker's trust released to someone of 	check shall be in don security deposed in security deposed in security deposed in security and Broother than Tenant, and has been proving the security deposed in the security	made out to all Tena posit unless required b Tenant agrees not to h bker's authority is tern then Broker shall no ded such notice, Ter	ants named on this A y local law. nold Broker responsible ninated before expirati tify Tenant, in writing, v nant agrees not to holo	Agreement, or as su e for its return. If the so on of this Agreement where and to whom so I Broker responsible	decurity deposit is held in a new deposit is held in a new deposit is decurity deposit is decurity deposit. The security deposit.
	Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
	Rent from					
	to (date)					
	*Security Deposit					
	, ,					
	Other					
	Other					
	Total					
6	*The maximum amount of or three months' Rent for limitation does not prohib longer. LATE CHARGE; RETURN	a furnished premit the payment of	ises, in addition to a	ny rent for the first mo	nth paid on or before	initial occupancy. This
6.	A. Tenant acknowledges					
7	and expenses, the ex are not limited to, pro installment of Rent du due, or if a check is reach additional return. B. Housing Provider and may incur by reason o of Rent. Housing Provider's rig paragraph 3 nor prev by law.	act amounts of w cessing, enforcen e from Tenant is r eturned, Tenant is due as a Late Ch ed check, either of Tenant agree tha f Tenant's late or I ider's acceptance ht to collect a Late ent Housing Provi	hich are extremely di nent and accounting not received by Hous shall pay to Housing arge and \$25.00 as a both of which shall at these charges repre NSF payment. Any La of any Late Charge of e Charge or NSF fee	fficult and impractical expenses, and late ching Provider within 5 (v. Provider, respectively a NSF fee for the first be deemed additional esent a fair and reasonate Charge or NSF fee or NSF fee shall not coshall neither be deemed	to determine. These larges imposed on For calen, an additional sum or treturned check and sheat estimate of the due shall be paid with the structure a waiver as the dan extension of the	e costs may include, but lousing Provider. If any lidar days after the date
7.	PARKING: (Check A or E					
	☐ A. Parking is permitte	d as follows:				
	parking rental fee properly registered trucks). Tenant shimotor vehicle fluids any kind is not perm B. Parking is not perm STORAGE: (Check A or	shall be an addit and operable mall park in assigne s shall not be parl mitted in parking s nitted on the real p b)	ional \$	per month. Parkin t for trailers, boats, caking space(s) are to be Mechanical work, or e on the Premises excepremises is a part.	g space(s) are to be impers, buses or trukept clean. Vehicles storage of inoperable ept as specified in pa	
0.0	the Rent, storage s Tenant owns, and not store any impr inherently dangero	space fee shall be shall not store pro operly packaged ous material, or ille	e an additional \$ perty claimed by and food or perishable g gal substances.	per montl ther or in which anothe oods, flammable mate	h. Tenant shall store er has any right, title e erials, explosives, ha	aph 3. If not included in e only personal property or interest. Tenant shall zardous waste or other
	☐ B. Except for Tenant's		•	•	•	ed on the Premises.
	usage based on th B. Gas Meter: The Pi C. Electric Meter: Th CONDITION OF PREMIS fixtures, including smoke a (Check all that apply:)	are not separately ler. If utilities are so only responsible ay any cost for cords: Water use on the submeter. See remises does not ne Premises does less: Tenant has alarm(s) and carbo	metered, Tenant she parately metered, Tenant she parately metered, Tenant she for installing and manversion from existing the Premises is meas attached Water Subn have a separate gas not have a separate examined Premises and monoxide detector monoxide detector meters.	ne paid for by Housin all pay Tenant's propoenant shall place utilitie intaining one usable to utilities service provioured by a submeter aneter Addendum (C.A. meter. electrical meter. and, if any, all furniture(s).	g Provider, or □ as rtional share, as reas s in Tenant's name as elephone jack and o ler. nd Tenant will be se R. Form WSM) for ac e, furnishings, applia	s of the Commencement ne telephone line to the parately billed for water dditional terms.
RLM	IM REVISED 12/22 (PAGE		Initials/_	Housing Provi	der's Initials	_/EQUAL HOUSING OPPORTUNITY

Pre	mis	es: Date:
		 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 acknowledgment of the condition of the Premises.
		D. Other:
11.	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 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. ☐ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except:
	C.	☐ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except:
	E. F.	☐ Housing Provider ☐ Tenant shall maintain ☐ 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 . 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.	The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain,
	Н.	repair or replace them: 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 control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common
		areas such as landscaping, shared parking structure or garage.
12.	but fire tele exis odd con	Tenant shall not use the premises to plant, grow, cultivate or sell marijuana. GHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other communications or other technology services and installations, proximity to commercial, industrial or agricultural activities, ting and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or rfrom any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of immon areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and erences of Tenant.
13.		'S: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises
	with	out Housing Provider's prior written consent, \square except as agreed to in the attached Pet Addendum (C.A.R. Form PET).
14.	A. B.	(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. The Premises or common areas may be subject to a local non-smoking ordinance. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed:
15.	RU	LES/REGULATIONS:
	А . В.	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. (If applicable, check one) (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within days or
	ΩD	(a) Tanant has been previded with and calmouled as receipt of a carry of the rules and recrulations
16.	□ (I A .	□ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations. If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT: The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse 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. 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.
RLI	ЛМ F	Tenant's Initials/ Housing Provider's Initials/

Pre	nises:	Date:
	C. (Check one)	
17.	OR (2) Tenant has been provided with, and ALTERATIONS; REPAIRS: Unless otherwise s (i) Tenant shall not make any repairs, alteration or changing locks, installing antenna or satellite nails or adhesive materials; (ii) Housing Provid	ant with a copy of the HOA Rules within days or d acknowledges receipt of, a copy of the HOA Rules. specified by law or paragraph 25C , without Housing Provider's prior written consent, as or improvements in or about the Premises including: painting, wallpapering, adding dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large er shall not be responsible for the costs of alterations or repairs made by Tenant; (iii)
	Tenant shall not deduct from Rent the costs of a	iny repairs, alterations or improvements; and (iv) any deduction made by Tenant shall
40	oe considered unpaid Rent.	
10.	KEYS; LOCKS: Tenant acknowledges receipt of (or Tena	nt will receive \square prior to the Commencement Date, or \square):
	Li key(s) to Premises,	remote control device(s) for garage door/gate opener(s),
	\square key(s) to mailbox,	□ remote control device(s) for garage door/gate opener(s), □,
	\square key(s) to common area(s),	
	B. Tenant acknowledges that locks to the Pre	emises \square have, \square have not, been re-keyed.
	Tenant shall pay all costs and charges reinstalled by Tenant.	g devices, Tenant shall immediately deliver copies of all keys to Housing Provider. ated to loss of any keys or opening devices. Tenant may not remove locks, even if
19.	ENTRY:	
	A. Tenant shall make Premises available to handle pecessary or agreed repairs (included)	Housing Provider or Housing Provider's representative for the purpose of entering to ing, but not limited to, installing, repairing, testing, and maintaining smoke detectors
	and carbon monoxide devices, and brac	ing, anchoring or strapping water heaters, or repairing dilapidation relating to the
		s, or improvements; or supplying necessary or agreed services; or to show Premises its, mortgagees, lenders, appraisers, contractors and others (collectively "Interested
	Persons"). Tenant agrees that Housing Pr	ovider, Broker and Interested Persons may take photos of the Premises.
	B. Housing Provider and Tenant agree that 2	4-hour written notice shall be reasonable and sufficient notice, except as follows: nduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant
	waives the right to such notice.	nduct arrinspection of the Fremises phor to the Tenant moving out, unless the Tenant
	(2) If Housing Provider has in writing info	rmed Tenant that the Premises are for sale and that Tenant will be notified orally to
	orally to show the Premises to actual	E), then, for the next 120 days following the delivery of the NSE, notice may be given 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. se of an emergency; (ii) if the Tenant is present and consents at the time of entry; or
	(iii) if the Tenant has abandoned or s	urrendered the Premises.
	C. ☐ (If checked) Tenant authorizes the use lockbox addendum (C.A.R. Form KLA).	of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/
20.	PHOTOGRAPHS AND INTERNET ADVERTIS	
	A. In order to effectively market the Premises media to Interested Persons. Tenant agr	for sale or rental it is often necessary to provide photographs, virtual tours and other ees that Broker may photograph or otherwise electronically capture images of the
	exterior and interior of the Premises ("Image	ges") for static and/or virtual tours of the Premises by Interested Persons for use on
		eting materials and sites. Tenant acknowledges that once Images are placed on the ler 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. Tenant is advised to store or otherwise remove from
	view, anything of a personal nature which photos, documents, or other valuables.	Tenant would not want to appear in any Images, including but not limited to, family
		erested Persons coming onto the Premises may take photographs, videos or other
	images of the Premises. Tenant understa	ands that Broker does not have the ability to control or block the taking and use of
	Broker nor Housing Provider has control of	ges are taken and/or put into electronic display on the Internet or otherwise, neither ver who views such Images nor what use viewers may make of the Images.
	SIGNS: Tenant authorizes Housing Provider to	place FOR SALE/LEASE signs on the Premises.
22.	ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of F	Premises, or parking or storage 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 Agreements	ent or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at 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 Ter	nant. Housing Provider's consent to any one assignment, transfer or sublease, shall
	obligations under this Agreement.	quent assignment, transfer or sublease and does not release Tenant of Tenant's
	B. This prohibition also applies (☐ does not a	apply) to short term, vacation, and transient rentals such as, but not limited to, those
	arranged through AirBnB, VRBO, HomeAvAny violation of this prohibition is a non-cu	
23.	JOINT AND INDIVIDUAL OBLIGATIONS: 1:	f there is more than one Tenant, each one shall be individually and completely
	responsible for the performance of all obligation whether or not in possession.	ns of Tenant under this Agreement, jointly with every other Tenant, and individually,
24.	POSSESSION:	
	A. (1) Tenant is not in possession of the	Premises. If Housing Provider is unable to deliver possession of Premises on
	Housing Provider is unable to deliver	all be extended to the date on which possession is made available to Tenant. If possession within 5 (or \square) calendar days after agreed Commencement ement by giving written notice to Housing Provider, and shall be refunded all Rent and
	security deposit paid.	
	OR (2) Possession is deemed terminated wh B. \square Tenant is already in possession of the P	en Tenant has returned all keys to the Premises to Housing Provider.
	• •	
ым	Tenant's Initi M REVISED 12/22 (PAGE 4 OF 9)	als/ Housing Provider's Initials/
		OPPORTUNITY

	Premises, including any common areas; (ii) vacate an personal property belonging to Tenant (iii) vacate any	give Housing Provider all copies of all keys and any opening devices to all surrender Premises to Housing Provider, empty of all persons; and //all parking and/or storage space; (iv) clean and deliver Premises, as in the same condition as referenced in paragraph 10; (v) remove all
	debris; (vi) give written notice to Housing Provider of T	enant's forwarding address; and (vii)
	the property of Housing Provider upon termination. Ho	made by Tenant, with or without Housing Provider's consent, become using Provider may charge Tenant for restoration of the Premises to the
	NTT), or before the expiration of this Agreement, Tena prior to termination (C.A.R. Form NRI). If Tenant requeidentified deficiencies prior to termination, consistent with Premises as a result of this inspection (collectively, "Responding through others, who have adequate insuration comply with applicable law, including governmental pering a good, skillful manner with materials of quality and a restoration of appearance or cosmetic items following a Repairs performed by others; (b) prepare a written state Repairs; and (c) provide copies of receipts and statements.	After giving or receiving notice of termination of a tenancy (C.A.R. Form nt has the right to request that an inspection of the Premises take place ests such an inspection, Tenant shall be given an opportunity to remedy the three terms of this Agreement. (ii) Any repairs or alterations made to the epairs") shall be made at Tenant's expense. Repairs may be performed not not not not approved by Housing Provider. The work shall rmit, inspection and approval requirements. Repairs shall be performed appearance comparable to existing materials. It is understood that exact all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for ement indicating the Repairs performed by Tenant and the date of such ents to Housing Provider prior to termination. Paragraph 25C does not
26.	termination by Tenant prior to completion of the original term lost Rent, rental commissions, advertising expenses and pai	Idition to any obligations established by paragraph 25 , in the event of of the Agreement or any extension, Tenant shall also be responsible for inting costs necessary to ready Premises for re-rental. Housing Provider
27.	Premises for a reasonable period, to allow for fumigation (or repairs to Premises. Tenant agrees to comply with all instruc	ant agrees, upon demand of Housing Provider, to temporarily vacate other methods) to control wood destroying pests or organisms, or other stions and requirements necessary to prepare Premises to accommodate
28.	Tenant shall only be entitled to a credit of Rent equal to the p DAMAGE TO PREMISES: If, by no fault of Tenant, Prem accident or other casualty that render Premises totally or par	storage of food and medicine, and removal of perishables and valuables. er diem Rent for the period of time Tenant is required to vacate Premises. isses are totally or partially damaged or destroyed by fire, earthquake, tially uninhabitable, either Housing Provider or Tenant may terminate this abated as of the date Premises become totally or partially uninhabitable.
	The abated amount shall be the current monthly Rent pror Provider shall promptly repair the damage, and Rent shall Tenant's reasonable use of Premises. If damage occurs as shall have the right of termination, and no reduction in Rent	rated on a 30-day period. If the Agreement is not terminated, Housing be reduced based on the extent to which the damage interferes with a result of an act of Tenant or Tenant's guests, only Housing Provider
29.	applicable, HOA, against loss or damage due to fire, t	erty and vehicles are not insured by Housing Provider, manager or, if heft, vandalism, rain, water, criminal or negligent acts of others, or any n insurance (renter's insurance) to protect Tenant from any such
	B. Tenant shall comply with any requirement imposed on 7	Fenant by Housing Provider's insurer to avoid: (i) an increase in Housing
	Provider's insurance premium (or Tenant shall pay for t C. Tenant shall obtain liability insurance, in an amount	he increase in premium); or (ii) loss of insurance.
	agreement or any extension. I enant shall provide Hou this Agreement, and a rider prior to any renewal.	red for injury or damage to, or upon, the Premises during the term of this using Provider a copy of the insurance policy before commencement of
30.	waterbed insurance policy; (ii) Tenant increases the securi	se or have waterbeds on the Premises unless: (i) Tenant obtains a valid ty deposit in an amount equal to one-half of one month's Rent; and (iii) enant shall not use on the Premises \square Portable Dishwasher \square Portable
31. 32.	WAIVER: The waiver of any breach shall not be construed a NOTICE: Notices may be served at the following address, or	as a continuing waiver of the same or any subsequent breach. or at any other location subsequently designated:
	Housing Provider:	
33.	Provider or Housing Provider's agent within 3 days after its	e and return a tenant estoppel certificate delivered to Tenant by Housing receipt (C.A.R. Form TEC). Failure to comply with this requirement shall pel certificate is true and correct, and may be relied upon by a lender or
34.	Tenant's rental application are accurate. Housing Proving minors to complete a lease rental application. Tenant when any occupant of the Premises reaches the age Provider and Broker(s) to obtain Tenant's credit during occupancy begins, Housing Provider may cancel this that information in Tenant's application is false. During disapproval of the credit report(s) obtained in connecting record may be submitted to a credit reporting agency in this Agreement.	ARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in ider requires all occupants 18 years of age or older and all emancipated acknowledges this requirement and agrees to notify Housing Provider of 18 or becomes an emancipated minor. Tenant authorizes Housing the tenancy in connection with a modification of this Agreement. Before Agreement upon disapproval of the credit report(s) or upon discovering the tenancy, Housing Provider may reject any such modification upon on with the modification. A negative credit report reflecting on Tenant's f Tenant fails to fulfill the terms of payment and other obligations under
	Tenant's Initials/	Housing Provider's Initials/

Date:

EQUAL HOUSING OPPORTUNITY

Premises:

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

RLMM REVISED 12/22 (PAGE 5 OF 9)

	В.	HOUSING PROVIDER REPRESENTATIONS: Housing Provider warrants that, unless otherwise specified in writing, Housing
		Provider is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan
0.5	8451	secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
35.		DIATION: Consistent with paragraphs B and C helevy. Howeing Broyider and Tapent agree to mediate any dispute or claim ariging between
	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
26	۸ТТ	this Agreement. ORNEY FEES: In any action or proceeding gricing out of this Agreement, the provailing party between Housing Broyider and
30.	Ton	**ORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and ant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$), except as provided
		arragraph 35A.
37.		.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
		TUTORY 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.
	В.	□ LEAD-BASEĎ PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Housing Provider
		gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved
	_	lead pamphlet.
	C.	PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):
		(1) Housing Provider has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a
		copy of the notice originally given to Housing Provider by the pest control company. (2) Premises is a house. Tenant is responsible for periodic pest control treatment.
	D	 □ METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Housing Provider has given Tenant a notice that
	υ.	a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy
		of the notice and order are attached.
	E.	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.
	F.	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 Web site maintained by the Department of Justice at
		www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which
		the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor
		Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly
	G	from this website.) RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental
	G.	hazards booklet.
	н	☐ MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Housing Provider) Premises are located within one mile
	•••	of an area
		once used for military training, and may contain potentially explosive munitions.
	I.	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.
	J.	□ DEATH ON THE PREMISES: An occupant of the Premises died on the Premises in the last three years. (Note to Landlord:
		the manner of death may be a material fact to the tenant, and should be disclosed in 38K , except for death by HIV/AIDS.)
	K.	□ OTHER MATERIAL FACTS:
39.		RVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this
		eement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and
		5 of the Act.
40.		E OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are
	incc	rporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their
	Agre	eement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be
		n full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed
	give	ept in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by
	ame	endment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may
	be s	igned in two or more counterparts, all of which shall constitute one and the same writing.
	200	and an area of the state of the

____ Date: _____

Premises: ___

Tenant's Initials _____/___ Housing Provider's Initials _

Pre	mise	es: Date: Date:
41.	A.	ENCY: 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 License Number ls (check one): □ the Housing Provider's Agent. (salesperson or broker associate); or □ both the Tenant's and Housing Provider's Agent (Dual Agent).
		Tenent's Business Firm
		Is the broker of (check one): ☐ the Tenant; or ☐ both the Tenant and Housing Provider (Dual Agent).
		Tenant's Agent License Number License Number Draviderie Areat (selection of the Tenant's and Heurise Braviderie Areat
		Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
		DISCLOSURE: ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt. TERMINATION OF AGENCY RELATIONSHIP:
		 Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (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, is terminated. Notwithstanding paragraph 41C(1), Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply):
42.		TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
43.	NOT Cod agre of th	TICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil le requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental sement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term he lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words
	OW spec	no generally accepted non-English translation. NER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as cified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).
		CEIPT: If specified in paragraph 5, Housing Provider or Broker, acknowledges receipt of move-in funds.
46.		HER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement: eysafe/Lockbox Addendum (C.A.R. Form KLA); □ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);
		ease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID);
		arking and Storage Disclosure (C.A.R. Form PSD); Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure
		.R. Form TFHD); ✓ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
		other Documents/Addenda:
	0	ther Terms:
	and that requ (Pro busi	GALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 50 or appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon uest, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust abate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the iness entity). ITERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language:
		Housing Provider and Tenant acknowledge receipt of the attached interpreter/anslator agreement (C.A.R. Form ITA).
49.		Premises is being managed by Owner, (or, if checked): ousing Provider's Brokerage Firm in Real Estate Brokerage section Tenant's Brokerage Firm in Real Estate Brokers section
		roperty Management firm immediately below
	неа	Il Estate Broker (Property Manager) DRE Lic #
	(Age	ent) DRE Lic #
	Add	ressTelephone#
ii ii 1	anno nform Bro ena Igree	sing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) of verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or nation that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, obkers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a not should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this ement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance appropriate professionals.
		Tenant's Initials/ Housing Provider's Initials/



	Premises:		Date:		
is not required for the Legally Authorized Signers desig (1) One or more Tenant is a trust, corporation, LLC, pi (2) This Agreement is being Signed by a Legally Auth individual. See paragraph 47 for additional terms		eted, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) signated below.) probate estate, partnership, holding a power of attorney or other entity. Ithorized Signer in a representative capacity and not for him/herself as an			
	or Doe Revocable Family (5) If the entity is a trust or un-	Trust).			
		uer probate, the following		si or probate case, including	·
В.	TENANT SIGNATURE(S):				
(S	gnature) By,				te:
	Printed name of Tenant:				
	☐ Printed Name of Legally Aut				
	Address Telephone		City	State	
	l'elephone	l ext	E-mail		
(S	gnature) By,				te:
	Printed name of Tenant:				
	☐ Printed Name of Legally Aut	horized Signer:		Title, if applicable,	
	Address		City	State	Zip
	Telephone	Text	E-mail		
	☐ IF MORE THAN TWO SI	GNERS, USE Additional S	Signature Addendum (C	.A.R. Form ASA).	
	valuable consideration, receip unconditionally to Housing Pr other sums that become due p the Agreement; (ii) consent to Provider and Tenant; and (iii) Tenant for any default occurring	ovider and Housing Prov ursuant to this Agreement o any changes, modificat waive any right to requin	ider's agents, successo , including any and all co ions or alterations of an e Housing Provider and	rs and assigns, the prompt pourt costs and attorney fees in y term in this Agreement ag for Housing Provider's agents	payment of Rent or ncluded in enforcing reed to by Housing
	Guarantor (Print Name)				
	Guarantor			Date	
	Address	Text	City	State E-mail	_Zip
	Address	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of t able Family Trust).	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified the control of the trust or by simplified the control of the trust or by simplified the control of the	State State E-mail E-mail Consider the above terms and power sentative capacity and not for the above terms are given by the above terms and consider the above terms and consideration the above terms are also as a second to the above terms are also as a second terms are also as a second terms and consideration the above terms are also as a second ter	onditions. ignature Disclosure of attorney or other or him/herself as an
A.	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Pro- entity. (2) This Agreement is being individual. See paragraph (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or un	Text	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified the control of the trust or by simplified the control of the trust or by simplified the control of the	State State E-mail E-mail Consider the above terms and power sentative capacity and not for the above terms are given by the above terms and consider the above terms and consideration the above terms are also as a second to the above terms are also as a second terms are also as a second terms and consideration the above terms are also as a second ter	onditions. ignature Disclosure of attorney or other or him/herself as an
A. B.	Address Telephone Dusing Provider (owner or a ENTITY HOUSING PROVIDER (C.A.R. Form RCSD) is not re (1) One or more Housing Propentity. (2) This Agreement is being individual. See paragrage (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or under the control of the control of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or under the control of the	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporation Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of the lable Family Trust). der probate, the following ATURE(S):	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified is the full name of the trust or the trust	State State E-mail State Sta	onditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B.	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROVIDER (C.A.R. Form RCSD) is not re (1) One or more Housing Propentity. (2) This Agreement is being individual. See paragrage (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revocation (5) If the entity is a trust or under the control of the control of the Legall (4) Housing Provider Signature) By,	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of t able Family Trust). der probate, the following ATURE(S):	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified is the full name of the trust or the trust	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B.	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Pro- entity. (2) This Agreement is being individual. See paragrar (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or un HOUSING PROVIDER SIGNA Ignature) By, Printed name of Housing Prov Printed Name of Legally Au	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): vider:	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified is the full name of the trust or by the trust or by simplified in the full name of the ful	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B.	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Pro- entity. (2) This Agreement is being individual. See paragrar (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or un HOUSING PROVIDER SIGNA Ignature) By, Printed name of Housing Prov Printed Name of Legally Au	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): vider:	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified is the full name of the trust or by the trust or by simplified in the full name of the ful	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B.	Address Telephone Dusing Provider (owner or a ENTITY HOUSING PROVIDER SIGNATION OF CARRIED AND A STATE OF CARRIED AND ASSENTANCE OF CARRIED AND ASSENTANCE OF CARRIED AND ASSENTANCE OF CARRIED AND ASSENTANCE OF CONTROL	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): vider:	to rent the Premises of agraph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified is the full name of the trust or by the trust or by simplified in the full name of the ful	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B. (S	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Pro- entity. (2) This Agreement is being individual. See paragrar (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or un HOUSING PROVIDER SIGNA Ignature) By, Printed name of Housing Prov Printed Name of Legally Au Address Telephone gnature) By, gnature) By,	gent for owner) agrees (IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): vider:	city	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B. (S	Telephone Dusing Provider (owner or □ a □ ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Proventity. (2) This Agreement is being individual. See paragrag (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or under the trust of the trus	gent for owner) agrees IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): vider:	City to rent the Premises of graph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified in the full name of the full name of the trust or by simplified in the full name of the	State	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #: te:zip te:
A. B. (S	Address Telephone Dusing Provider (owner or ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Pro- entity. (2) This Agreement is being individual. See paragrar (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or un HOUSING PROVIDER SIGNA Ignature) By, Printed name of Housing Prov Printed Name of Legally Au Address Telephone gnature) By, Printed name of Housing Prov Gnature) By, Printed Name of Legally Au Address Telephone	gent for owner) agrees IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): //ider: Text //ider: //ider:	City to rent the Premises of a graph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified in the full name of the full name of the trust or by simplified in the full name of t	State State E-mail State E-mail State Sta	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:
A. B. (S	Telephone Dusing Provider (owner or □ a □ ENTITY HOUSING PROV (C.A.R. Form RCSD) is not re (1) One or more Housing Proventity. (2) This Agreement is being individual. See paragrag (3) The name(s) of the Legall (4) If a trust, identify Housing co-trustee or Doe Revoca (5) If the entity is a trust or under the trust of the trus	gent for owner) agrees IDER: (Note: If this para quired for the Legally Autl vider is a trust, corporatio Signed by a Legally Auth bh 28 for additional terms y Authorized Signer(s) is: Provide as trustee(s) of table Family Trust). der probate, the following ATURE(S): //ider: Text //ider: //ider:	City to rent the Premises of a graph is completed, a norized Signers designan, LLC, probate estate, orized Signer in a representation of the trust or by simplified in the full name of the full name of the trust or by simplified in the full name of t	State State E-mail State E-mail State Sta	pnditions. ignature Disclosure of attorney or other or him/herself as an o-trustee, Jane Doe, g case #:



	-	KFRS:

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

B. Agency relationships are confirmed in **paragraph 41**.

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

Tenant's Brokerage Firm	DRE Lic. #				
By (Agent)				Date	
Address		City		State	Zip
Telephone	Text		_ E-mail		
Housing Provider's Brokerage Firm				DRE Lic	.#
By (Agent)		DRE Lic. #		Date	
Address				State	Zip
Telephone			_ E-mail		

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTIONS. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





RENTAL PROPERTY OWNER DISCLOSURE (INTENDED TO BE PROVIDED WITH A LEASE LISTING OR PROPERTY MANAGEMENT AGREEMENT AND NOT WITH A RESIDENTIAL LEASE)
(C.A.R. Form RPOD, 12/22)

	Property Owner,		("RPO")
makes	the following disclosures with regard to the real property , situated in	described as	,
Jnit#_	, situated in	, County of	, California ("Premises").
	thorizes the disclosures made on this form to be used to supplicable, a lease listing or property management agreem		dential lease or rental with a tenant (lessee)
if a or or qu	closure Limitation: The following are representations ny. This Disclosure is not a warranty of any kind by twarranties the principal(s) may wish to obtain. Unless other person working with or through Broker has nalified to advise on real estate transactions.	the RPO or any agent(s) an s otherwise specified in wri ot verified information pro	d is not a substitute for any inspections ting, Broker and any real estate licensee ovided by RPO. A real estate broker is
mis	te to RPO, PURPOSE: To provide a broker with informate understandings about the condition of the Premises and, we have based on actual knowledge and recollection. Something that you do not consider material may be per Think about what you would want to know if you were lead the questions carefully and take your time.	here relevant, to document a F recived differently by others. asing or renting the Premises	RPO's response to contractual requirements.
A ' oth	O's AWARENESS: For each statement below, answer the Yes" answer is appropriate no matter how long ago lerwise specified. Explain any "Yes" answers in the space of the State o	the item being asked abou	it happened or was documented unless
	ATUTORILY REQUIRED DISCLOSURES: LEAD-BASED PAINT:		ARE YOU (RPO) AWARE OF
	 (1) Whether the Premises currently has any lead-based (2) Whether the Premises was constructed prior to Jan (A) If built before 1978, were any renovations (i.e. started or complete (if, No, leave (B) blank) (B) If Yes to (A), were such renovations done in compaint Renovation Rule (C) If built before 1978, does RPO have any reports that hazards in the Premises 	uary 1, 1978sanding, cutting, demolition) upliance with Environmental P	□ Yes □ No□ Yes □ No of lead-based paint surfaces□ Yes □ No rotection Agency Lead-Based□ Yes □ No pased paint or lead based paint
	Explanation:		
В.	WATER CONSERVING PLUMBING FIXTURES: Whether the Premises was built prior to January 1, 1994 (1) If Yes, have any plumbing fixtures been installed to §1101.3	be compliant plumbing fixtu	ures as defined by Civil Code Yes □ No are non-compliant plumbing
	Note: §§ 1101.1 – 1101.5 of the Civil Code requires a January 1, 1994 to be equipped with water-conserving cost of more than \$150,000 or increasing total floor are plumbing fixtures as a condition of final approval. Explanation:	plumbing fixtures. Any such a by more than 10%) is requ	property that is altered or improved (either
_			
C.	WATER HEATERS: Whether any standard water heater with a capacity of no accordance with applicable law		ARE YOU (RPO) AWARE OF T braced, anchored, or strapped in place in Yes No
	Explanation:		
D.	METH CONTAMINATION: Whether RPO has received an Order from a governmenthamphetamine	not been remedied perty Manager or Tenant (Le per or Tenant (Lessee).	Yes □ No □ No □ Ssee), as applicable, within 3
	Explanation:		
E.	PERIODIC PEST CONTROL: Whether the Premises is covered by a contract for period (1) If yes, RPO will provide a copy of the notice given be Explanation:	y the pest control company.	ARE YOU (RPO) AWARE OF the Premises□ Yes □ No

© 2022, California Association of REALTORS®, Inc.



	F.	. WATER SUBMETERS: ARE YOU (RPO) A Whether the Premises contains two or more units served by a single water meter and Owner has installed a subme	AWARE OF
		and charge each individual unit for water usage	□ Yes □ No
		Explanation:	
	G.	MRE YOU (RPO) ARE YOU (RPO) A	☐ Yes ☐ No
		access?)
	Н.	DEATH ON PREMISES: Whether an occupant of the Premises died on the Premises within the last 3 years	AWARE OF
		(1) If yes, does RPO knows the manner of death)
_			
5.		ON-STATUTORY DISCLOSURES: ARE YOU (RPO) A (1) Whether the Premises was treated for elevated levels of mold which was previously detected	☐ Yes ☐ No
		(2) Does RPO have any knowledge of elevated levels of mold currently in the Premises	□ Yes □ No
	B.	ASBESTOS: (1) Whether asbestos was ever removed from the Premises	.□ Yes □ No -
		(2) Does RPO have any knowledge of the presence of asbestos currently in the Premises	☐ Yes ☐ No ☐ Yes ☐ No
	C.	 CARBON MONOXIDE DETECTORS: Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage. (1) If yes, has RPO installed any carbon monoxide detector devices. □ Yes □ No Explanation: 	☐ Yes ☐ No
	D.	. SMOKE ALARMS: ARE YOU (RPO)	AWADE OF
	D.	Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hall each bedroom and on each floor whether or not a bedroom is located on the floor	wav outside of
	_	DED DUG	
	E.	Whether there is any current infestation of bed bugs	☐ Yes ☐ No I tenants must
		Explanation:	
	F.	PROPOSITION 65 WARNING NOTICE: Whether a Proposition 65 warning notice has been posted on the Premises Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both the RPO or Property Manager.	AWARE OF Yes No employees of
		Explanation:	
	G.	 GAS METER(S): Whether there are separate gas meters for different rental units on the Premises. (1) If yes, specify which unit(s) have separate gas meters. (2) Specify which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves. 	
		Explanation:	



Н.	ELECTRIC METER(S):	ARE YOU (RPO) AWARE OF
4	Whether there are separate electric meters for different rental units on the Premises(1) If yes, specify which unit(s) have separate electric meters.	🗆 Yes 🗆 No
	Explanation:	
	Experience	
I.	WATER METER(S):	ARE YOU (RPO) AWARE OF
	Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve	☐ Yes ☐ No
	(1) If yes, specify the location of the shutoff valves	
	Explanation:	
J.	PERMITS: (1) Whether any residential unit(s) on the Premises do not contain all permits and governme lease or rent any such dwelling	Yes □ No
	Explanation:	
K.	PARKING:	ARE YOU (RPO) AWARE OF
	Whether Premises contains any on site parking(1) If yes, are the parking spots □ assigned to specific units or □ first come, first served	□ Yes □ No
	 (1) If yes, are the parking spots □ assigned to specific units or □ first come, first served (2) If yes, is there an additional charge for on site parking 	□ Ves □ No
	Explanation:	
L.	STORAGE: Whether Premises contains any on site storage space apart from the rental unit	ARE YOU (RPO) AWARE OF
	(1) If yes, are the storage spaces \square assigned or \square first come, first served	
	(2) If yes, is there an additional charge for on site storage	□ Yes □ No
	Explanation:	
М.	TRASH PICKUP:	ARE YOU (RPO) AWARE OF
	Whether the Premises contains scheduled trash pickup	□ Yes □ No
	 If yes, what are the days on which trash pickup is scheduled If yes, specify any specific restrictions or obligations regarding trash recycling or separatio Explanation: 	n
NI	LAWN WATERING:	ARE YOU (RPO) AWARE OF
IV.	Whether the tenants are obligated to water any lawns or other landscaping on the Premises	□ Yes □ No
	(1) If yes, what are any local watering restrictions limiting the amount or frequency of any water	ering?
	Explanation:	
Ο.	PETS:	ARE YOU (RPO) AWARE OF
	(1) Whether the RPO maintains a "pet policy" for the Premises	□ Yes □ No
_	KEYS	ARE YOU (RPO) AWARE OF
۲.	(1) Whether the Premises has been re-keyed since the previous occupant vacated	
	(2) Whether additional keys are needed to access the amenities provided with the premises	, such as other doors, mailboxes,
	pools, laundry rooms, storage units, or other areas	☐ Yes ☐ No
	Explanation:	140
_		
Q.	MAILBOXES: Whether the Premises contains separate individual mailboxes for the units	ARE YOU (RPO) AWARE OF
	(1) If yes, are the mailboxes keyed or otherwise separately secured	□ Yes □ No
	(2) Specify the location of any mailboxes	
	Explanation:	
R.	LAUNDRY ROOM/APPLIANCES:	ARE YOU (RPO) AWARE OF
	(1) Whether the Premises contains a separate or community laundry room	Yes 🗆 No
	 (A) If yes, specify whether laundry appliances provided for use by the tenants or are the provide their own machines 	tenants required to
	(2) If RPO provides appliances, are they leased by a third party vendor	☐ Yes ☐ No
	(3) If RPO provides appliances, will RPO be responsible for replacement or maintenance	🗆 Yes 🗆 No
	Explanation:	



 (1) If yes, provide any known restrictions on rentals or use of the Premises (2) If yes, provide any contact information for the HOA or other entity (3) If yes, rules and CC&Rs may need to be provided. Explanation: 	
T. OTHER MATERIAL FACTS: Any other material facts affecting the Premises	
Any other material facts affecting the Premises	☐ Yes ☐ No
Explanation:	
RPO represents that RPO has provided the answers and, if any, explanations and comme addenda and that such information is true and correct to the best of RPO's knowledge as	s of the date signed by RPO RPO
acknowledges (i) RPO's obligation to disclose information requested by this form is independent a real estate licensee may have in this transaction, and (ii) nothing that any such real expelieves RPO from their own duty of disclosure.	endent from any duty of disclosure
that a real estate licensee may have in this transaction, and (ii) nothing that any such real experiences RPO from their own duty of disclosure.	endent from any duty of disclosure state licensee does or says to RPC
that a real estate licensee may have in this transaction, and (ii) nothing that any such real e	endent from any duty of disclosure state licensee does or says to RPC
that a real estate licensee may have in this transaction, and (ii) nothing that any such real expelieves RPO from their own duty of disclosure. Rental Property Owner	endent from any duty of disclosure state licensee does or says to RPC Date Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





SELLER PAYMENT TO BUYER'S BROKER

(C.A.R. Form SPBB, 12/22)

The following terms and conditions are hereby incorporated in and made a part of the Pur	rchase Agreement, OR ☐ Other
, dated	, ("Agreement")
on property known as	("Property")
n which	is referred to as ("Buyer"),
and	is referred to as ("Seller").
Notice: The amount or rate of real estate commissions is not fixed by law. They are sand may be negotiable between Seller and Broker (real estate commissions include Broker).	et by each Broker individually all compensation and fees to
I. Buyer has entered into a written agreement to compensate Buyer's Broker% of the	e purchase price OR. if checked
□\$ for purchase of the Property.	, , , , , , , , , , , , , , , , , , ,
2. As of the date this Seller Payment for Buyer's Broker document is signed by Buyer, and pu	
Seller's Broker has agreed to pay Buyer's Broker% of the purchase price OR, if ch	ecked □ \$ upon
completion of the transaction. Seller agrees to pay Buyer's Broker% of the purchase price OR, if checked □ \$	(insert a percentage
or an amount which is no greater than the applicable percentage or amount in paragraph	1 less the applicable percentage
or amount in paragraph 2). 1. Buyer authorizes escrow holder, upon request, to deliver to Seller a copy of the portion o	f the written agreement between
Buyer and Buyer's Broker identifying the amount of compensation Buyer has agreed to	pay Buyer's Broker.
If Buyer's Broker is the same as Seller's Broker, then the amount specified in the MLS sh	iall apply in the manner specified
in paragraph 2 and 3 . Additionally, if Broker has agreed in a listing agreement to a reduthe event of dual agency, the amount of compensation specified in the MLS will still apply Buyer has agreed to pay Buyer's Broker.	y to offset the compensation that
By signing below, Buyer and Seller each acknowledge that they have read, understand Copy of this Seller Payment for Buyer's Broker.	nd, accept, and have received
Buyer	Date
	Date
	Date
Seller	Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





BUYER COUNTER OFFER No. (C.A.R. Form BCO, Revised 12/22)

		Date
This is	a counter offer to the Seller Counter Offer No, OR	☐ Seller Multiple Counter Offer No, ☐ Other
		("Offer"),
	, on property known as	("Property"),
betwe	en	("Buyer")
and $_$		("Seller").
Buyer	and Seller are referred to as the "Parties."	
	ERMS: The terms and conditions of the above referenced	
Α	 The Liquidated Damages and Arbitration of Disputes paragraphs is not initialed by all Parties, that paragraph inclusion in paragraph 1D of this or another Counter C 	ragraphs in the Offer each require initials by all Parties. If either of those is excluded from the final Agreement unless specifically referenced for ffer or an addendum.
В	 Unless Otherwise Agreed or altered in another Counte proportion as in the original Offer, but the dollar amount unchanged from the original Offer. 	r Offer, down payment and loan amount(s) will be adjusted in the same unt of any initial and increased deposit and Seller credits shall remain
С	 Unless Otherwise Agreed or altered in another Counte than the original offered price, then the dollar amount of price to create the final appraisal contingency amount. 	r Offer, if in the original offer the appraisal contingency amount is lower any difference ("Appraisal Gap") shall be deducted from the final contract
D	. OTHER TERMS:	
D	do not Sign and Deliver all attached addenda then any	
	Addendum No	
A	XPIRATION: This Buyer Counter Offer shall be deemed re Unless by 5:00PM on the third Day after the date this B then, the last signature date)(or □ by □ AM/□ F and (ii) a copy of the Signed Buyer Counter Offer is De	evoked and the deposits, if any, shall be returned: uyer Counter Offer is signed in paragraph 3 (if more than one signature M on(date)) (i) it is Signed in paragraph 4 by Seller
M	FFER: BUYER MAKES THIS COUNTER OFFER ON THE AKING THIS COUNTER OFFER, ANY PREVIOUS OFFER Conditions of those documents are incorporated into this	TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY PRICE OF COPY. BY COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and Buyer Counter Offer unless Otherwise Agreed.
В	uyer	Date
_	uver	Date
4. A	CCEPTANCE: I/WE accept the above Buyer Counter Of	er and all Signed Addenda, if any, (If checked SUBJECT TO THE SELLER MULTIPLE COUNTER OFFER No) and acknowledge
s	eller	Date
	eller	

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant	Date
D = (0.11 - /1 11 1/T 1	D. I
Buyer/Seller/Landlord/Tenant	Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.







CANCELLATION OF CONTRACT, DISPOSITION OF DEPOSIT AND CANCELLATION OF ESCROW

(C.A.R. Form CC, Revised 12/22)

In acco	ordance with the terms and conditions of the Purchase Agreement, OR Other	
	("Agreement"), dated	, including all amendments
and rela	ated documents, on property known as	("Property"),
	en	
and		
Buyer a	and Seller are referred to as the "Parties."	
of eith	paragraphs 1 and 2 are escrow instructions to Escrow Holder. Cancellation under paragraphs 1B and 2 require the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B and 2 requires the signatures of both paragraphs 1B a	aph 1A, requires the signature ties to be effective.
	One-party cancellation: This paragraph is used to cancel the Agreement by Buy whether or not both Parties agree to disposition of the deposit and cancellation of	er or Seller. Its terms apply escrow in paragraph 2 below.
	The \square Buyer or \square Seller Signing below cancel(s) the Agreement for the following reason:	
	(1) As permitted by the good faith exercise of paragraph(s)	of the
	 Agreement. (2) ☐ Buyer has failed to remove the applicable contingency or take the applicable contra Notice to Buyer to Perform (C.A.R. Form NBP). 	
	 (3) □ Seller has failed to remove the applicable contingency or take the applicable contractual to Seller to Perform (C.A.R. Form NSP). (4) □ The other Party has failed to close escrow after being given a Demand to Close Escr 	
	(5) Other	ow (c.a.n. r dilli bot).
B.	□ Proposed mutual cancellation: The Buyer or Seller Signing below proposes a mutual cancellation is only effective if agreement is reached and both Parties Sign in paragraph 2 to mutual cancellation (i) may be withdrawn by the Party initiating it any time prior to agreement to below, and (ii) shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by 1 (or by □ AM/□ PM on date) it is Signed by the other Party in paragrap form is Delivered to the initiating Party.	pelow as follows. This Proposed by the other party in paragraph
Buyer's	s or Seller's Signature (party cancelling the contract) Date	
Buyer's	s or Seller's Signature (party cancelling the contract) Date	
2. DI	SPOSITION OF DEPOSIT and CANCELLATION OF ESCROW	
A.	PURPOSE OF PARAGRAPH 2: This paragraph is used to instruct Escrow Holder (i) purchase/sale or other designated transaction for the Property and (ii) what to do with of contract pursuant to paragraph 1A, remains in effect even if both Parties to the Agre	the deposit. Any cancellation
B.	RELEASE OF FUNDS NOT AUTOMATIC: Release of funds by Escrow Holder (pursuant to Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is ent Code §1057.3).	may be subject to a civil penalty
C.	FULL RELEASE AND DISPOSITION OF DEPOSIT (Select one of the options in C, or con and Seller cancel escrow # with release each other from any obligation to buy, sell or exchange the Property under the Agreement from all other claims, actions and demands that each may have against the other(s) by reason of that all other rights and obligations arising out of the Agreement are null and void. (1) □ Seller authorizes release of Buyer's deposit to Buyer, less Buyer's fees and costs (i) already contract to be paid through escrow (including any escrow fee).	. The parties (i) mutually t; (ii) mutually release each other of the Agreement; and (iii) intend
OF	R (2) ☐ Buyer authorizes release of Buyer's deposit to Seller, less Seller's fees and costs (i) alread contract to be paid through escrow (including any escrow fee). Pursuant to a properly exect Buyer's authorization of release of deposit to Seller is limited to no more than 3% of the purchabiling with no more than four units, one of which Buyer intended to occupy. Any additional Buyer.	uted liquidated damages clause, irchase price, if the Property is a
OF	R(3) Buyer authorizes release of from Buyer's deposit to Seller. The balance Party to pay for their own unpaid contractual fees and costs (i) already incurred and (ii) at through escrow (including any escrow fee). Such fees and costs shall be deducted from the	greed in the contract to be paid

鱼

© 2022, California Association of REALTORS®, Inc.

OF	R (4) □ There is no deposit in escrow. Each Party to pay for their own unpaid contractual fees and costs and (ii) agreed in the contract to be paid through escrow (including any escrow fee).	s, if any, (i) already incurred,
D.	□ PARTIAL RELEASE AND RESERVATION OF RIGHTS: Buyer and Seller cancel escrow #	with
	. The Parties (i) mutually release each other from any obligation the Property under the Agreement; (ii) reserve all rights and retain any obligations they have to Agreement, except for the obligation, as applicable, to buy, sell, or exchange the Property; and (iii)	ward each other under the
	to hold any deposit until receiving subsequent mutual instantiation award.	.,
Ε.	SCOPE OF BROKER DUTY: Agents are not qualified to provide any opinion on who is entitled whether a cancellation was made in good faith. Buyer and Seller are advised to seek the advireal estate attorney regarding this matter.	ce of a qualified California
Buyer		
Buyer		_ Date
Seller		Date
Seller		

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





EXTENSION OF TIME AMENDMENT

(C.A.R. Form ETA, Revised 12/22)

s is a proposal to amend the terms and conditions of the Purchase Agreement, OR □ Other	
	("Agreement"),
ed, on property known as	("Property"),
which	$_$ is referred to as ("Buyer")
d	is referred to as ("Seller").
EXTENSION OF ESCROW: The scheduled Close Of Escrow is extended to	(Date).
EXTENSION OF CONTINGENCY(IES): The following contingency(ies), if checked, is/are	, ,
(Date) Buyer Investigation of Property Condition Loan Other	
	' '
ADDITIONAL TERMS:	
OFFER/EXPIRATION: □ Buyer, □ Seller proposes this Extension of Time Amendment (i) the Party initiating this proposed Amendment at any time prior to acceptance, and (ii) which	which may be withdrawn by h shall be deemed revoked
unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by DAM date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment Party.	I/□ PM on is Delivered to the initiating
signing below, Buyer and Seller acknowledge that each has read, understands, and rees to the terms of this Extension of Time Amendment.	d received a copy of and
yer	Date
	Date
ller	Oate
ller	Oate
	EXTENSION OF ESCROW: The scheduled Close Of Escrow is extended to

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE. CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





APPLICATION TO LEASE OR RENT/SCREENING FEE (C.A.R. Form LRA, Revised 12/22)

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.

	□ g Tota	juarantor/co-signor. al number of applicants	t as a (check one) \square tenant, \square tenant with co-tenant(s) or
2.	PEI A.	RSONAL INFORMATION FULL NAME OF APPLICANT	
	В.	Date of Birth (For purpose of obtaining of	redit reports. Age discrimination is prohibited by law.)
		Rental Property Owner, Authorized Broker or Agent	_StateExpires tification Numbers. Such number shall be provided upon request from or Property Manager ("Housing Provider").
	D.	Phone number: HomeWo	rkOther
	E.	Email:	
	F.		nip to applicant
	G.	Pet(s) (Other than service or companion animals) (num	per and type)
	Н.	Auto: Make Model Year	License NoStateColor
		Other vehicle(s):	ants of applicant's household)
	I.		
		Relationship	
		Address_	Phone
	J.		uid-filled furniture? □ Yes □ No
	K.	Has applicant been a party to an unlawful detainer action	or filed bankruptcy within the last seven years? ☐ Yes ☐ No
	L.	Has applicant or any proposed occupant ever been asked	d to move out of a residence?
		If yes, explain	
	М.	Has applicant or any proposed occupant ever been convi	cted of or pleaded no contest to a felony within the last ☐ Yes ☐ No
		If yes, explain	
		• • •	onsider 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 relevant mitigating information pursuant to 2 CCR §12266	s ability to meet its obligations under the lease terms, and any other
3.	RE	SIDENCE HISTORY	
	Cur	rent address	Previous address
	City	ı/State/Zip	City/State/Zip
	Fro	m to	Fromto
		me of Housing Provider	
		using Provider's phone	Housing Provider's phone
		you own this property? □Yes □ No	Did you own this property? □Yes □ No
	Rea	ason for leaving current address	Reason for leaving this address
4.	ΕM	PLOYMENT AND INCOME HISTORY	
٠.		rent employer	Previous employer
		rrent employer address	Previous employer address
		m to	From to
		pervisor	Supervisorto
		pervisor's phone	Supervisor's phone
		ployment gross income \$ per	
		er income info	
	Out	or mooning into	Cutof income into

© 2022, California Association of REALTORS®, Inc.

LRA REVISED 12/22 (PAGE 1 OF 3)

- : 0: 0,

Applicant's Initials _____/___

Property Address	s:	Date:
5. CREDIT INFO	PRMATION	
	Creditor:	Account
	Payment: \$	Balance Due: \$
	Creditor:	
Monthly P	Payment: \$	Balance Due: \$
	Creditor:	
Monthly P	Payment: \$	Balance Due: \$
	Creditor:	Account
	Payment: \$	Balance Due: \$
B. BANKING		Σοιαο Σαοι ψ
		Account No
		Account Balance: \$
Name of E	Bank/Branch:	Account No
	Account:	Account Balance: \$
6. PERSONAL R		
Name	Address	
Phone	Length of acquaintance	Occupation
Name	Address	Occupation
7. NEAREST RE	-	Occupation
	Address	
	Deletienelie	
Name	Address	
Phone	Relationship	
Premises; (ii)		nt only and does not guarantee that applicant will be offered the tion for the Premises and, (iii) Applicant will provide a copy of quest.
information pro about applican fraud warnings	ovided; and (ii) obtain a credit report on applicant and nt. An ICR may include, but not be limited to, criminal b	ete, and hereby authorizes Housing Provider to: (i) verify the (iii) obtain an "Investigative Consumer Report" ("ICR") on an eackground checks, reports on unlawful detainers, bad checks elow, you also acknowledge receipt of the attached NOTIC ALIFORNIA LAW (C.A.R. form BIRN).
		charge, a copy of an ICR or consumer credit report if one is t to receive such a copy under California law.
	ner authorizes Housing Provider to disclose information thas had, or intends to have, a rental relationship.	on to prior, current, or subsequent owners and/or agents with
If application is	s not fully completed, or if section II, 2 is applicable and I not be processed, and (ii) the application and any por	the application is received without the full screening fee: (i) the rtion of the screening fee paid will be returned.
application will		
	nature	Date
Applicant Sign	nature ompleted application and any applicable fee not already	



Pro	oert	rty Address:	Date:
		II. PROPERTY INFORMATION AND SCREENING FEE	
THIS	S SE	ECTION TO BE COMPLETED BY HOUSING PROVIDER (applicant may fill in the "Premises" in parag	graph 1A below):
		ROPERTY INFORMATION	
	A.	Applicant submits this application to lease or rent for the Premises located at	
		prospective locations which may fit Applicant's rental criteria.	("Premises") or □ any
	B	Rental Amount: \$ Rent per month.	
		Proposed move-in date:	
2.		REENING FEE Applicant will provide screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly to Housing Provider's authorized screening information and fee directly authorized screening information authorized screening authorized screening information authorized screening authorized screening authorized screening authorized sc	ning service at:
	B.	☐ Applicant shall pay a nonrefundable screening fee of \$ per applicant, directly to Holfollows: (Civil Code Section 1950.6 sets the maximum screening fee that can be charged, as adjusted Price Index. As an example, the maximum screening fee in 2020 was \$52.46 per applicant, accordititled California Tenants. A CPI inflation calculator is available on the Bureau of Labor Statistics webs	using Provider, applied as annually by the Consumering to the DRE publication ite, www.bls.gov.)
		\$ for credit reports prepared by;	
		\$ (other out-of-pocket expenses); and	
		\$ for processing.	
	C.	If 2B is selected, and the application is received without the full screening fee: (i) Housing Provider wapplication will not be processed, and (ii) the application and any portion of the screening fee paid will	ill notify Applicant, (ii) the I be returned.
		☐ Applicant shall provide Social Security Number/Tax Identification Number to Housing Provider.	
The	und	dersigned has read the foregoing section regarding the screening fee and acknowledges received	pt of a completed copy.
App	licar	ant Signature	Date
Hou	sing	g Provider acknowledges receipt of this entire Application to Lease or Rent/Screening Fee.	
Ву:		DRE Lic.#	Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATON OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM (C.A.R. Form MH-PA, Revised 12/22)

The	following terms and conditions are hereby incor		•	
X				("Agreement"),
	d, on property known as			
in w	hich			is referred to as ("Seller")
and	addendum is to be used for the purchase of an	w manufactured hama a	r mahila hama /"Manufad	is referred to as ("Buyer").
refe	rred to as the "Parties."	y manufactured nome of	r mobile nome (Manulaci	ured Horne). Buyer and Seller are
1.	TYPE OF MANUFACTURED HOME: (Check the A. PERSONAL PROPERTY MANUFACTURE)	RED HOME:		(Check ONLY one box.)
	(1) A Manufactured Home On Leased		,	
	Space Number Park Name	City	County	CA 7in
	Park Address OR (2) A Manufactured Home To Be Sold	with Bool Property (o.	County	, OA Zip
	Deal Drangerty Cityated in	City	Omplete paragraph 2).	, CA Zip
	Real Property Situated in Assessor's Parcel No	City	County	, CA ZIP
	PURCHASE PRICE ALLOCATED AS			
	Manufactured Home \$			
	Real Property \$			
OR	B. A REAL PROPERTY MANUFACTURED	HOME situated in (also d	complete applicable parts	of paragraph 2):
	City County A real property manufactured home is one	, C	A Zip Ass	essor's Parcel No
	affixed to a foundation pursuant to Health a and (iv) there is recordation with the local ADDITIONAL DESCRIPTION:	authorities pursuant to He and Safety Code § 1855 authorities of a form purs	eaith and Safety Code § 1 1; (iii) a certificate of occu suant to Health and Safety	pancy is issued by local authorities; Code § 18551.
	Manufacturer's Name	Model	Da	te Of Manufacture
	Date Of First Sale	opment ("HCD"), which m	ust be notified upon sale, u	oply). Property shall be registered with nless (i) Property has been converted
	Approximate Width App			ch) Expando Size
	HCD/HUD License/Decal Number:	27.07	(**************************************	,paao
	SERIAL NUMBERS: 1	2	3	
	HCD/HUD License/Decal Number:SERIAL NUMBERS: 1HCD/HUD Label/Insignia: 1	2	0	
3.				
	ADDITIONAL SELLER FINANCING TERMS: home extended by Seller under this Agreement implement the following additional terms: (i) a cinto between Buyer and Park Owner/Landlord/to the rental/lease agreement within 30 days of prior to relocating the Property; and (iii) a claus system or otherwise affixing the manufactured his Seller's prior written consent.	t. Buyer's security agree clause requiring Buyer to Homeowners' Association Buyer's receipt; (ii) a clause e prohibiting Buyer from Home to land in any way the	ment and other appropria comply with the terms of on (HOA) and to deliver to ause requiring Buyer to pr installing the manufacture	te documents shall incorporate and any rental/lease agreement entered Seller a Copy of any modifications ovide Seller a written 30-day notice and home on a permanent foundation
	ASSUMPTION: IF THIS IS AN ASSUMPTION O A RELEASE OF LIABILITY AND SUBSTITUTION	FAVAORCALVETLO		
5.	CAUTION: Obligations secured by mixed of	collateral (i.e; both per	rsonal and real propert	y) are subject to complex rules
	and court decisions under the Civil Code, (cautioned to consult legal counsel in conne ADDITIONAL ALLOCATION OF COSTS (if bo	ection with the securing	g and enforcement of si	uch obligations.
	A. HCD fees for providing registration and title	documents: Paid by	☐ Buyer ☐ Seller ☐ Both	
	B. Use Tax charged at the point of sale:	•	☐ Buyer ☐ Seller ☐ Both	•
7.	SELLER DOCUMENTATION AND ADDITIO Agreement to which this Addendum is attached information:	NAL DISCLOSURE: V d, Seller shall Deliver to	Vithin the time specified Buyer, in writing, the follo	for Delivery of Documents in the wing disclosure documentation and
	A. REAL PROPERTY MANUFACTURED HC HCD permit and approval requirements for repairs done without HCD permits or appro	or alterations and repairs		

- B. ADDITIONAL REAL PROPERTY DISCLOSURES: If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: (i) whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295); (ii) whether the Property is in, or adjacent to, and area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6); (iii) the presence of endangered, threatened, "candidate" species or wetlands on the Property; (iv) any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and (v) any abandoned mining operations on the Property.
- C. SMOKE DETECTOR: Available manufacturer's information describing the operation, method and frequency of testing and property maintenance of any smoke alarm.
- D. MANUFACTURED HOME AND MOBILE HOME TRANSFER DISCLOSURE STATEMENT: As applicable, all references to the Real Estate Transfer Disclosure Statement (TDS) in the Agreement to which this Addendum is attached, shall be read as, and shall mean, the Manufactured Home and Mobile Home: Transfer Disclosure Statement (MHTDS).
- 8. RESIDENCY APPLICATION; PARK RULES: If the Property is located on leased or rented land, both (i) Buyer's approval of the lease or rental agreement and (ii) Buyer obtaining residency approval are contingencies of the Agreement. Buyer shall, within 5 (or ____) Days after Acceptance, submit a completed residency application, and other required information, to Park/Landlord/HOA. Within the time specified in the Agreement for removal of the Investigation of Property contingency or 5 Days after Delivery of the Park rules and regulation, whichever occurs last, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.
 9. PARK CONDITIONS FOR CLOSING: If completion of repairs or improvements are required by the Park pursuant to Civil Code
- 9. PARK CONDITIONS FOR CLOSING: If completion of repairs or improvements are required by the Park pursuant to Civil Code § 798.73.5 as a condition for closing and approval of the sale to Buyer, then further written agreement between Buyer and Seller regarding the payment of the costs of such repairs or improvements is required. If agreement is not reached within the time for removal of the Investigation of Property contingency or 5 Days after Delivery of the Park conditions for closing, whichever occurs later, then either Party may cancel this Agreement.
- 10. SELLER ÁSSIGNMENT OR SUBLET: Seller is not assigning or subletting the space the manufactured home occupies in its present location.
- 11. CAUTION; OCCUPANCY AND CONDITION OF PROPERTY:
 - A. Notwithstanding that the Agreement to which this Addendum is attached may provide that the Property is sold "AS IS", Buyer and Seller acknowledge that: (i) Sellers not using a licensed real estate agent or a licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974; and (ii) the licensed real estate agent or manufactured home dealer, if any, must conduct a reasonably competent and diligent visual inspection of the home and disclose material facts that such an investigation would reveal.
 B. OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME: Even though a manufactured home or mobilehome may
 - B. OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME: Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Healther and Safety Code §§ 18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located. Those standards are set forth in Health and Safety Code § 18550 as follows:
 - It is unlawful for any person to use or cause, or permit to be used for occupancy, any of the following manufactured homes or mobilehomes wherever the manufactured homes or mobilehomes are located:
 - (1) Any manufactured home or mobilehome, supplied with fuel, gas, water, electricity, or sewage connections unless the connections and installations conform to regulations of the department.
 - (2) Any manufactured home or mobilehome that is permanently attached with underpinning or foundation to the ground, except for a manufactured home or mobilehome bearing a department insignia or federal label, that is installed in accordance with this part.
 - (3) Any manufactured home or mobilehome that does not conform to the registration requirements of the department.
 - (4) Any manufactured home, mobilehome in an unsafe or unsanitary condition.
 - (5) Any manufactured home, mobilehome that is structurally unsound and does not protect it occupants against the elements.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Manufactured or Mobile Home Purchase Addendum.

Buyer		Date
Buyer		Date
,	*	
Seller		Date
Seller		Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





MANUFACTURED HOME AND MOBILEHOME TRANSFER DISCLOSURE STATEMENT (C.A.R. Form MHTDS, Revised 12/22)

THIS DISCLOSURE STATEMENT REFERRED TO AS "HOME") LOCA	TED AT		
	, COUNTY OF		, STATE OF CALIFORNIA,
DESCRIBED AS			
Year	Make	Serial #(s)	HCD Decal # or Equivalent
WITH SUBDIVISION (b) OF § 1102 CODE AS OF			DESCRIBED HOME IN COMPLIANCE 18046 OF THE HEALTH AND SAFETY
DATE			
WHO OFFERS THE HOME FOR PRINCIPAL(S) IN THIS TRANSACTHE PRINCIPAL(S) MAY WISH TO PURSUANT TO PART 2 (COMMEN	SALE (HEREAFTER TION, AND IS NOT A D OBTAIN. AN "AGE ICING WITH § 18000) NSED PURSUANT TO	THE SELLER), OR A SUBSTITUTE FOR A ENT" MEANS ANY DE OF THE HEALTH AND	JFACTURED HOME OR MOBILEHOME MY AGENT(S) REPRESENTING ANY MY INSPECTIONS OR WARRANTIES ALER OR SALESPERSON LICENSED O SAFETY CODE, OR A REAL ESTATE NCING WITH § 10000) OF DIVISION 13
COORDII	NATION WITH OTHER	R DISCLOSURES & IN	FORMATION
of Part 4 of Division 2 of the Civil Code. Other the details of the particular transaction (includi disclosures required or information provided or lease; the mobilehome park rules and regu	statutes require disclosures, ng, but not limited to, the con by the Mobilehome Residen lations; and park and lot ins osures have or will be mad	or other information may be in dition of the park in which the cy Law, § 798 of the Civil Co pection reports, if any, comple	5.5 (commencing with § 1102) of Chapter 2 of Title 4 mportant to the prospective buyer, depending upon manufactured home or mobilehome will be located; de et seq.; the mobilehome park rental agreement eted by the state or a local enforcement agency). ansfer, and are intended to satisfy the disclosure
$\hfill \square$ Home inspection reports completed pursu	ant to the contract of sale or	receipt for deposit.	
☐ Additional inspection reports or disclosure	es:		
	051150		
		INFORMATION	
in deciding whether, and on what terms, to p Safety Code, representing any principal(s) in anticipated sale of the Home. THE FOLLOWING ARE REPRESE OF THE AGENT(S), IF ANY, AS D	urchase the subject Home. this transaction to provide a NTATIONS MADE BY EFINED IN § 18046 C	Seller hereby authorizes any a copy of this statement to an THE SELLER(S) AND THE HEALTH AND	ty, prospective buyers may rely on this information agent(s), as defined in § 18046 of the Health and by person or entity in connection with any actual or DARE NOT THE REPRESENTATIONS SAFETY CODE. THIS INFORMATION
IS A DISCLOSURE AND IS NOT I SELLER.	NTENDED TO BE PA	ART OF ANY CONTRA	CT BETWEEN THE BUYER AND THE
Seller □ is □ is not occupying the Home.			
A. The subject Home includes the items ch	ecked helow which are bein	a sold with the Home:	
□ Range □ Dishwasher □ Burglar Alarm □ TV Antenna □ Central Heating □ Evaporative Cooler(s) □ Porch Decking □ Private Sauna □ Private Hot Tub □ Solar/Spa Heater □ Electric Water Heater	□ Oven □ Trash Compactor □ Carbon Monoxide □ □ Satellite Dish □ Central Air Conditio □ Sump Pump □ Porch Awning □ Private Spa □ Hot Tub Locking Co	Device(s) ning over	☐ Microwave ☐ Garbage Disposal ☐ Fire Alarm ☐ Intercom ☐ Wall/Window Air Conditioning ☐ Water Softener ☐ Gazebo ☐ Spa Locking Safety Cover ☐ Gas/Spa Heater ☐ Solar Water Heater
(Continued on page 2)			
Buyer's Initials/		Seller's Initials	
Copyright © 2022, CALIFORNIA ASSOCIATION OF MHTDS REVISED 12/22 (PAGE 1 OF 3			EQUAL HOUSING OPPORTUNITY

Home	e Address:		Date:				
	Carport Awning Automatic Garage Door Opener(s) Window Secure Bars Earthquake Resistant Bracing System Rain Gutters	☐ Attached Garage☐ # Remote Controls☐ Bedroom Window Quick Release Mechanism	□ Detached Garage□ Window Screens□ Washer/Dryer Hookups				
E	xhaust Fan(s) in	220 Volt Wiring in					
Fi	replace(s) in	🗆 Gas Starter(s)					
	Roof(s) and type(s):		Roof Age (Approximate): _				
or (c 13	child-resistant pool barrier may not be in commencing with § 13260) of Part 2 of Division of, or the pool safety standards of Article 2.	menity is not a precondition of sale or transfer of the ompliance with the safety standards relating to, responding to a standards of 0 to 12 of, automatic reversing device standards of 0 to 12 of, automatic reversing device standards of 0 to 12 of, automatic reversing device standards of 0 to 12 of Chapter 5 of Pathanisms in compliance with the 1995 edition of the	espectively, carbon monoxide device Chapter 12.5 (commencing with § 1 art 10 of Division 104 of, the Health are	ce standa 9890) of and Safe	ards o	of Ch 3 of E	apter 8 Division
		rledge, any of the above that are not in operating		s, then c	descri	be. ((Attach
	Yes □ No. If yes, check appropriate spa Interior Walls, □ Ceilings, □ Floors, □ E Porch or Deck, □ Porch Steps & Railings,	t defects/malfunctions in any of the following in ince(s) below: Exterior Walls, Insulation, Roof(s), Window Other Steps & Railings, Porch Awning, Structural Components (Describe:	ows, □ Doors, □ Home Electrica Carport Awning, □ Other Awning	gs, 🗆 Sk	kirting		
If a	any of the above is checked, explain. (Attac	ch additional sheets if necessary.):					
1. 2. 3. 4. 5. 6. 7. 8	formaldehyde, radon gas, lead-based Room additions, structural modification Room additions, structural modification Any settling from slippage, sliding or pure Drainage or grading problems with the Damage to the home or accessory structures of abatement or citations. Any lawsuits by or against the seller that the home, including any lawsuits allegone Neighborhood noise problems or other Drainage or other structures being sold with the home, of the answer to any of these is yes, explain	nich may be an environmental hazard, such as, paint, or chemical storage tanks on the subjections, or other alterations or repairs made without ons, or other alterations or repairs not in compliance before the home or the foundate home, space or lot. The production of the home from fire, floor against the home or accessory structures being any defect or deficiency in the home or accept nuisances informing use or violation of setback requirements.	t home interior or exterior necessary permits ance with applicable codes ation or support system d, earthquake, or landslides g sold with the home assory structures being sold with the ssories sold with the home atts with the home, accessory				No No No No No No No
D. 1. 2. Seller o	operable smoke detector(s) which are Department of Housing and Communi The Seller certifies that the property, a water heater tank(s) braced, anchored	as of the close of escrow, will be in compliance e approved, listed, and installed in accordance by Development and applicable local standards, so of the close of escrow, will be in compliance with applicable to the close of escrow, will be in compliance with application of the strapped in place in accordance with application and correct to the best of the Seller's knowledger.	with the State Fire Marshal's re with § 19211 of the Health and Sacable law.	gulations	s as r	requi	ired by
Seller _			Date				
Calle:			Dete				
selier _			Date				



Home Address:				Date:
		III		
	AGENT'S I	NSPECTION DISCLOS	URE	
(To be completed only if the S	eller is represented by an Age	ent in this transaction.)	
THE UNDERSIGNED, BASE AND BASED ON A REASON OF THE HOME IN CONJUN See attached Agent Visual Inspection of the Agent notes no items for disclosured Agent notes the following items:	NABLY COMPETENT A CTION WITH THAT INC action Disclosure (C.A.R. Form are.	ND DILIGENT VISUAL QUIRY, STATES THE FO 1 AVID)	INSPECTION OF OLLOWING:	THE ACCESSIBLE AREAS
Agent Representing Seller				Date
	(Please Print)	(S	ignature)	
ACCESSIBLE AREAS OF THE See attached Agent Visual Inspector Agent notes no items for disclosured Agent notes the following items:	ection Disclosure (C.A.R. Formure.	n AVID)		
Agent Representing Buyer		Ву		Date
	(Please Print)	(S	ignature)	
BUYER(S) AND SELLER(S) AND TO PROVIDE FOR AP WITH RESPECT TO ANY ALI I/WE ACKNOWLEDGE REC	PROPRIATE PROVISIONS/D	ONS IN A CONTRACT DEFECTS.	/ICE AND/OR INS BETWEEN THE	SPECTIONS OF THE HOME BUYER(S) AND SELLER(S)
Seller	Date	Buyer		Date
Seller	Date	Buyer		Date
Agent Representing Seller		By		Date
(1	Please Print)		(Signature)	
Agent Representing Buyer		By		Date

۷I

(Signature)

§ 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER DELIVERY OF THIS DISCLOSURE, IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY.

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTIONS. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

(Please Print)





NON-CONTINGENT OFFER ADVISORY

(C.A.R. Form NCOA, 12/22)

- 1. MARKET CONDITIONS: Buyer has been informed, and is aware, that market conditions are cyclical and change over time. In a competitive or "hot" market with limited inventory, Buyers will sometimes consider making "non-contingent" or "contingent free" offers in an attempt to convince the Seller to accept their offer instead of another's. These types of offers have no contingencies: For a physical inspection of the property; For obtaining a loan; For a minimum appraisal value; For other investigations of the property; or for other matters which are commonly included in the Residential Purchase Agreements at other times.
- 2. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer a specified period of time to cancel a purchase: (i) if the Buyer cannot obtain a loan; (ii) if the Buyer is dissatisfied with the property's condition after an inspection; (iii) if the property does not appraise at a certain value; or (iv) for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. While making a "contingency free" offer may give the Buyer a better chance of getting a Seller to accept their offer, there are risks in writing such an offer. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - A. LOAN CONTINGENCY: A loan contingency allows you to cancel the contract, without penalty, if during the contingency period, you cannot obtain the loan specified in the agreement. If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
 - B. APPRAISAL CONTINGENCY: An appraisal contingency allows you to cancel the contract, without penalty, if during the contingency period, your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it. If you give up your appraisal contingency, and the property does not appraise at the specified price, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you are not capable of purchasing the property, you may legally be in default under the contract and could be required to pay damages or forfeit your deposit to the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - C. INVESTIGATION CONTINGENCY: An investigation contingency allows you to examine the property, and matters pertaining to it, such as the availability and cost of insurance. If you give up your investigation contingency, you could lose the right to cancel based on information you later discover, which is why it is important to conduct an investigation early. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time. Without an investigation contingency, if you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller

3. BROKÉR ŘEĆOMMENDATIONS:

- A. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.
- B. There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with a qualified California real estate attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT

Buyer acknowledges that Buyer has read, understands and has received a copy of this Non-Contingent Offer Advisory.

Buyer	_Date	
Buyer	_Date	

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





NOTICE OF RIGHT TO INSPECTION PRIOR TO TERMINATION OF TENANCY

(C.A.R. Form NRI, Revised 12/22)

Го:					("Tenant")
and	any other occupant(s) in	possession of the pr	remises located at: (State)		(Street Address)
City	······································		(State)	(Unit/Apartme	nt #)
NS7 giver nspea and wo v of the	TRUCTIONS FOR THIS In the other written notice ection, Housing Provider Tenant must try to agree weeks before the end of the date and time of the in required to give the 48-he	NOTICE: This notice e of intent to terminat r does not have to do on a mutually convert f the tenancy or lease aspection whether or our notice to Tenant	e should be given within a "reasonable (end) the tenancy or before a leaso the initial inspection. When Tenanient date and time for the inspection e term. Housing Provider must givenot the parties have agreed to a daif: (i) the parties have not agreed of ave agreed in writing to waive (give	le time" after either Housing I se term ends. If Tenant doe unt requests an initial inspection. The inspection cannot be the Tenant at least 48 hours' at and time for the inspection a date and time, and Tenant at least 48 hours' at and time for the inspection and tenant time, and Tenant at least 48 hours' at and time for the inspection and time, and Tenant time	Provider or Tenant has sonot request an initial tion, Housing Provider scheduled earlier than advance written notice notice in the Housing Provider is not no longer wants the
1.	Pursuant to California C make an inspection of th	Civil Code § 1950.5, ne Premises prior to t	you have the right to request that the termination of your tenancy for the rental agreement), in order to avoid	the Housing Provider or House he purpose of giving you an	using Provider's agent opportunity to remedy
	= '	-	ction. If you are not present, the ins		
3.	•	onducted no earlier t	han two weeks prior to the terminati	•	•
1.	The inspection must be and time. Housing Prov	conducted during no vider prefers to condu	ormal business hours unless both y uct the inspection on	ou and Housing Provider ag	ree to a different date at $__$ (\Box AM/ \Box PM).
	•	•	nspected prior to termination of you	•	
7.	this Notice to Housing Notice within 7 days or y prior to termination of yo State law permits former conditions. You may or property and the length of	provider at the inc you return it without ch our tenancy. r tenants to reclaim a may not be able to re of time before it is recl	ation of your tenancy you must of dicated address within 7 days af necking paragraph 8, then Housing I bandoned personal property left at eclaim property without incurring ad aimed. In general, these costs will bonging to you was left behind after your part of the second sec	ter receiving the Notice. If Provider will presume you do the former address of the ter ditional costs, depending on a lower the sooner you contain	you do not return this not want an inspection nant, subject to certain the cost of storing the
Hous	sing Provider (Owner or	Agent)			Date
Addı	ress		City	State _	Zip
ГеІе	phone	Text	City E-mail		
OI 3 .	 (a) If a date and time R □ (b) Please contact reacting is specified in parage □ I DO NOT WANT an 	e is specified in para me at graph 4 or because I inspection of the Pre	graph 4, please schedule the inspector of inspector	ection for that date and time. dule an inspection either beca om that specified. tenancy and I release and h	
	Provider, Brokers and ag	gents from any and a	Il liability in connection with this dec	ision.	
Tena	ant				Date
Tena	ant				Date
My f	orwarding information is ansmitting funds or email	specified below. If I il as requested:	request for electronic delivery below	w, Housing Provider may agr	ree: (i) in writing or (ii)
Addı	ress		City E-mail	State _	Zip
Гele	phone	Text	E-mail		
	☐ Tenant requests that	at the remaining balar	of security deposit be sent to the en	o:	
	Bank (or financial in	nstitution)	, Account #	, Routing #_	·

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.





PRE-MOVE OUT INSPECTION **STATEMENT** (C.A.R. Form PMOI, Revised 12/22)

To:					
and	any other occupants ("T	enant"	') in	possession	on of the premises located at:
Pro	perty Address:				Unit No ("Premises").
1.					an inspection of the Premises was conducted by your Rental Property Owner, Authorized
2.	Broker or Agent, or Prop The purpose of this insp	erty IV ection	/lana ı wa	ager ("Hoเ เร to identi	using Provider") on (Date). ify deficiencies in the Premises that need to be remedied by you in order to avoid certain
_	deductions from your se	curity	der	osit.	
3. 4.	The following individuals This Statement identifies	were tems	pre tha	esent at the at need to	e inspection: be repaired or cleaned by you in order to avoid a deduction from your security deposit for
	those identified deficiend	cies.			
5.	You have an opportunity	to re	med e rio	dy the ider	ntified deficiencies prior to the termination of your tenancy, however, you may do so only bligations established in your lease or rental agreement. Before attempting to remedy any
	of the identified deficien	cies, p	olea	se read vo	our lease or rental agreement, or ask your Housing Provider if you have any guestions.
6.	If you do not remedy th deduction from your sec				ncies, the Housing Provider may use the identified deficiencies as a basis for making a
7.	Even if you remedy the i	dentifi	ed (deficiencie	es, the Housing Provider may make deductions from your security deposit for deficiencies
	that: (a) occur between t	the tim	ie o	f the inspe	ection in paragraph 1 and the termination of your tenancy; and (b) for items that were not
8.	The use of a Tenant's s	ection	ı ın ı v de	paragrap eposit is c	h 1 due to the presence of your possessions. ontrolled by California Law. California Civil Code § 1950.5(b) states:
			-		lyment, fee, deposit or charge, including, but not limited to, any of the following:
	(1) The compensation	of a H	ous	ing Provid	ler for a tenant's default in the payment of rent.
	(2) The repair of dama the tenant.	ges to	the	premises	s, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of
		premi	ses	upon tern	nination of the tenancy necessary to return the unit to the same level of cleanliness it was
	in at the inception o	f the t	ena	ncy (appli	cable only to tenancies which began after January 1, 2003.)
	property or appurte	ietauit nance	s b	y the tena exclusive c	ant in any obligation under the rental agreement to restore, replace, or return personal of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the
	rental agreement.		·		
9.	California Civil Code § 1	950.5	(d)	provides t	that the security deposit shall be held by the Housing Provider for the tenant who is party
	Provider."	ent. I	ne (ciaim of a	tenant to the security deposit shall be prior to the claim of any creditor of the Housing
N	OTE TO HOUSING PROV	/IDER	AN	ID TENAI	NT: When completing this form check the Premises carefully. Items listed for each room
ca	tegory are examples of w	hat mi ecked	ght , all	exist. Sor	NT: When completing this form check the Premises carefully. Items listed for each room me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included)
ca	tegory are examples of wited. Unless otherwise cheese N - BRAND NIFRONT YARD/	hat mi ecked EW love i	ght , all n c	exist. Sor items are ondition	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included)
ca lis	tegory are examples of wited. Unless otherwise cheese N - BRAND NIFRONT YARD/ EXTERIOR:	hat midecked. EW love i N	ght , all n c	exist. Sor items are ondition N/A	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise cheese N – BRAND NIFRONT YARD/ EXTERIOR: Landscaping	hat migecked, EW love i N	ght , all n c O	exist. Sor items are ondition N/A	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise cheesen N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates	hat midecked. EW love i \[\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ght, all	exist. Sor items are	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise cheese N – BRAND NIFRONT YARD/ EXTERIOR: Landscaping	hat midecked. EW love i \[\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ght, all	exist. Sor items are ondition N/A	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs	hat midecked, EW love i N	ght, all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox	hat midecked. EW love i	ght, all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures	hat midecked. EW love i	ght , all n c 0	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior	hat minecked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat midecked	ght , all n c 0	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat midecked	ght , all n c 0	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
ca lis	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other Tenant Remarks:	hat midecked	ght , all n c 0	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other Tenant Remarks:	hat minecked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat minecked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat minecked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O - OTHER N/A - NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N – BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat mine checked. EW love i	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1. 2.	tegory are examples of wited. Unless otherwise chewing in the N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other Tenant Remarks: BACK/SIDE/YARD: Patio/Deck/Balcony Patio Cover(s) Landscaping Sprinklers/Timers Pool/Heater/Equipment Spa/Cover/Equipment Fences/Gates Other Tenant Remarks: Tenant Remarks:	hat mine cked. EW love i	ght , all	exist. Sor items are	ne properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments
1.	tegory are examples of wited. Unless otherwise che N - BRAND NI FRONT YARD/ EXTERIOR: Landscaping Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures Building Exterior Other	hat minecked in the control of the c	ght , all	exist. Sor items are	me properties may not have each item listed and some may have other items that are not in satisfactory condition. If not satisfactory, check the appropriate box: O – OTHER N/A – NOT APPLICABLE (item is not included) Comments

Mov	ve in condition:	Ν	0	N/A	Comments
3.	GENERAL CONDITION	l:			
	Paint				
	Cleaning		Profe	ssiona	□ Clean □ Other
	Other				
	Tenant Remarks:				
4.	ENTRY:				
	Screen/Security Doors				
	Entry Door				
	Knobs/Locks				
	Flooring/Baseboards				
	Walls/Ceilings				
	Light Fixtures/Fans				
	Switches/Outlets				
	Other				
	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:				
۲.	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				
	Tenant Remarks:				
8.	HALL AND STAIRS:			_	
	Flooring/Baseboards				
	Walls/Ceiling				
	Light Fixtures				
	Switches/Outlets		Ш	□	



Mov	e in condition:	N	0	N/A	Com	ıme	nts		
	Closet/Cabinets								
	Railings/Banisters								
	Other								
	Tenant Remarks:								
	Tellalit Flemarks.								
9.	LAUNDRY:								
Э.	Faucets/Valves								
	Plumbing/Drains	_							
	Cabinets/Counters			Ш					
	Other								
	Tenant Remarks:								
Mov	e in condition:	N	0	N/A	Comments	N	0 1	N/A	Comments
10	BEDROOMS:								
10.	BEDROOMS:			4		DEF)PO		#
	Doors/Knobs/Locks	$\overline{}$				DEL			#
								μ.	
	Flooring/Baseboards			<u> </u>		Ш		Ш.	
	Walls/Ceilings								
	Window Coverings			${f \square}$					
	Windows/Locks/Screens								
	Switches/Outlets								
	Closet/Closet Doors/Tracks								
	Smoke Detectors								
	Other							_	
	BEDROOM #					RFI	ORO	OM	#
	Doors/Knobs/Locks								"
	Flooring/Baseboards							Η.	
	Walls/Ceilings							Η.	
	Walls/Cellings Window Coverings							Η.	
		_	_					Η.	
	Windows/Locks/Screens							μ.	
	Light Fixtures/Fans								
	Switches/Outlets								
	Closet/Closet Doors/Tracks							╝.	
	Smoke Detectors	Ш							
	Other					_			
	Tenant Remarks for a	II be	edro	oms	above:	/-			
44	BATHROOMS:								
11.	BATHROOMS:					B A T	гира))	Λ#
	Doors/Knobs/Locks								""
	Flooring/Baseboards								
	Walls/Ceilings Windows/Locks/Screens			Η.					
	Lights/Switches/Outlets								
	Toilet/Tub/Shower			□.					
	Shower Door/Rail/Curtain	_							
	Sink/Faucet/Drains								
	Exhaust Fan								
	Towel/TP Rack(s)								
	Cabinets/Counters								
	Other								
	BATHROOM #					BA1	THR	OC	N #
	Doors/Knobs/Locks								
	Flooring/Baseboards								
	Walls/Ceilings								
	Windows/Locks/Screens								
	Lights/Switches/Outlets								
	Toilet/Tub/Shower								
	Shower Door/Rail/Curtain								
		_	_				_	_	



Mov	e in condition:	N	0	N/A	Comments N		0	N/A	Comments
	Sink/Faucet/Drains				□] [
	Exhaust Fan				□] [
	Towel/TP Rack(s)	П	П						
	Cabinets/Counters	П	П			1 1	_ 		
	Other	_	_						
		II ha	thro	oms	above:				
	Tonant Homarko 101 a	50		, O 11110					
2.	OTHER ROOMS:							_	
	Other Room		_		<u>0</u>	the	r I	Room	
	Doors/Knobs/Locks				□	1 [
	Flooring/Baseboards				□				
	Walls/Ceilings] [
	Window Coverings] [
	Windows/Locks/Screens] [
	Light Fixtures/Fans] [
	Switches/Outlets] [
	Closet/Closet Doors/Tracks					1 1	П		
	Other						_		
	Other								
	Additional Other Room	ne:							
	Additional other floor								
	Tenant Remarks for a	II Ot	her	Rooi	ms above:				
12	SYSTEMS/SAFETY/								
13.	SECURITY:								
	Furnace/Thermostat								
	Air Conditioner								
	Water Heater								
	Water Fleater Water Softener								
	Smoke/CO Detectors								
	Security System								
	Security Window Bars								
	Other			Ш.					
	Tenant Remarks:					7	·		
14.	GARAGE/PARKING:					7			
	Garage Door					7			
	Other Door(s)								
	Driveway/Floor								
	Cabinets/Counters								
	Light Fixtures								
	Switches/Outlets								
	Window(s)	́ П	П	П					
	Other Storage/Shelving	П	П	П					
	Tenant Remarks:								
	1/2/0 221022							/ / /	
15.	The state of the s				Provide description and number of keys/rea				∋s.
	Remotes/Devices				Other Keys				
16	PERSONAL PROPERT	γ.							
٠.	. INCOMAL I HOI EN								
7	ADDITIONAL FEATUR	FS	OR I	TFM	S INCLUDED; ATTACHMENTS:				
•	ADDITIONAL I LATON	,		1414	5 0 1 0 5 1 5 1 7 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				



Housing Provider rep	presents that all informatio	n on this Pre-Move Out Inspection	Statement is true and c	orrect:
Housing Provider				
		City		
Telephone	Text	E-mail		
Tenant acknowledge	s receipt of a copy of each	page of this Pre-Move Out Inspec	tion Statement.	
Tenant makes the and returning the	e following request (check as initialed copy to Tenant; o	all that apply) and Housing Provide or (ii) or by transmitting funds or e	er may agree by: (i) initial email as requested.	ing in the box below
		ny remaining security deposit, after r s: Bank (or financial institution)		
Account #		, Routing #		·
☐ Tenant reque	sts that Housing Provider sen showing charges incurred ar	nd a copy of the itemized statement of a deducted to repair or clean the Pre	f use of the tenant's securit emises to the following ema	y deposit, and copies ail address:
Tenant			D	ate
Tenant			D	ate
	(if initialed) Housing Provider	r will send security deposit balance to	o the above account, as rec	guested.

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTORS®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.







RESIDENTIAL LEASE AFTER SALE

Seller in Possession After Close of Escrow (Intended for possession of 30 or more days) (C.A.R. Form RLAS, Revised 12/22)

		, ("Seller/Tenant")
and		("Buyer/Housing Provider") tered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled
to c	ccur	on (date) Buyer, as Housing Provider, and Seller, as Tenant, agree as follows ("Agreement"): OPERTY:
	A.	Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as:
	B.	The Premises are for the sole use as a personal residence by the following named person(s) only:("Premises").
		Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ———) days without Landlord's written consent.
2.	TEI	The personal property listed in the purchase agreement, maintained pursuant to paragraph 11 , is included. RM: The term begins on the day after escrow closes on the purchase and sale agreement ("Commencement Date"), and shall
	terr	minate calendar days after Close Of Escrow (or \square on (date)) at 6 PM (or \square \square AM/ \square PM). Tenant ill 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
	Řér	nt from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may
	terr	ninate pursuant to California Civil Code § 1946.1. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed law. All other terms and conditions of this Agreement shall remain in full force and effect.
3.		
	is a	CROW PAYMENTS: (Check all that apply) ☐ Security deposit, ☐ First month's Rent, ☐ Rent for the entire lease term (if lease term to least 6 months), ☐ Other, per escrow instructions, shall be paid out of Seller's proceeds from the crow for the premises.
4.	RF	NT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of this Agreement, except security
	dep	posit.
	Α.	Tenant agrees to pay, per month, \$ for the term of the Agreement. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
	В.	Hent is payable in advance on the 1st (or \square) day of each calendar month, and is delinquent on the next day. If Commencement Date falls on any day other than the day Rent is payable under paragraph 4B and Tenant has paid one full
	C.	month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30 day
		period.
	D.	PAYMENT:
		(1) The Rent shall be paid by □ personal check, □ money order, □ cashier's check, □ through escrow (see paragraph 3), □ wire/electronic payment, or □ other Payment via electronic apps such as PayPal or Venmo will not (□
		will) be accepted.
		(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).
		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.
5		Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due. CURITY DEPOSIT:
Э.	A.	Tenant agrees to pay \$ as a security deposit. In general, the maximum allowable security deposit is two times the
		monthly rent in paragraph 4A if the property is provided unfurnished and three times the rent if provided furnished with Housing
		Provider's personal property. If security deposit exceeds these amounts, Buyer/Housing Provider and Seller/Tenant are advised to discuss with a qualified California real estate attorney. Security deposit will be paid by □ personal check, □ money order, □ cashier check, □ through escrow (see paragraph 3), wire/electronic payment, or □ other
		Security deposit will be \square transferred to and held by the Owner of the Premises, or \square held in Owner's Broker's trust account.
	В.	All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent
		(which includes Late Charges, NSF fees, or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of 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 tenancy, Tenant agrees to reinstate the total security deposit within 5 Days after written notice is delivered to Tenant. Within 21 Days after Tenant vacates
		the Premises, Housing Provider shall:
		(1) Furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition
		and supporting documentation as required by California Civil Code § 1950.5(g); and (2) Return any remaining portion of the security deposit to Tenant.
	C.	Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security
	n	deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified. No interest will be paid on security deposit unless required by local law.
	E.	If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held
		in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit
		is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security
		deposit.
		California Association of REALTORS®, Inc.
KL/	45 H	EVISED 12/22 (PAGE 1 OF 8) Tenant's Initials/ Housing Provider's Initials/

Pre	mise	es: Date:
ô.	Α.	Tenant acknowledges either late payment of Rent or issuance of a returned check (NSF) 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 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. Housing Provider and Tenant agree that 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 or Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.
7.	PAF	A. Parking is permitted as follows:
OR 8.		The right to parking \square is \square is not included in the Rent charged pursuant to paragraph 4 . If not included in the Rent, the parking rental fee shall be an additional \square per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8 . B. Parking is not permitted on the real property of which the Premises is a part. DRAGE:
		Storage is permitted as follows: The right to separate storage is, is not, included in the Rent charged pursuant to paragraph 4 . 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	В.	Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises. LITIES: Tenant agrees to pay for all utilities and services, and the following charges:
.	excellf an Houto th	pept, which shall be paid for by Housing Provider, or □ as agreed on a separate addendum. It is a separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Ising Provider. Housing Provider is only responsible for installing and maintaining one usable phone jack and one telephone line he Premises. 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.
10.	COI fixtu	C. Electric Meter: The Premises does not have a separate electrical meter. NDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and ires, including smoke alarm(s) and carbon monoxide detector(s), that are owned by Housing Provider. eck all that apply:)
		A. Tenant acknowledges that these items are in the condition disclosed and agreed to be delivered in the purchase agreement.B. Tenant acknowledges these items are clean and in operable condition, with the following exceptions:
		C. Tenant's acknowledgement of the condition of these items is contained in an attached statement of conditions (C.A.R. Form
		MII). D. (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. E. 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.
		F. Other:
11.		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 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. ☐ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except:
	C.	☐ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except:
	D.	



Pre	mise	98:	Date:							
	F. G.	or Tenant to water or maintain any garden, landscaping, trees or Tenant's failure to maintain any item for which Tenant is respo perform such maintenance and charge Tenant to cover the cos	onsible shall give Housing Provider the right to hire someone to tof such maintenance. of the purchase of the Premises, and the following items, are							
			nterest Development, Housing Provider may not have authority rical, gas or plumbing features inside certain walls, and common marijuana, except:							
12.	but r fire p telect exist odor com	IGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other ecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, sting and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or or from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of mmon areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and efferences of Tenant.								
	with	out Housing Provider's prior written consent, □ except as agree	ther law, no animal or pet shall be kept on or about the Premises d to in the attached Pet Addendum (C.A.R. Form PET).							
14.	A. B. C.	damage has been accounted for in the purchase agreement an The Premises of common areas may be subject to a local non- NO SMOKING of any substance is allowing on the Premises	smoking ordinance. or common areas. If smoking does occur on the Premises or ent; (ii) Tenant, guests, and all others may be required to leave							
15.	RUL A. B.	ES; REGULATIONS: Tenant agrees to comply with all Housing Provider rules and reg to Tenant. Tenant shall not, and shall ensure that guests, invitor interfere with other tenants of the building or neighbors, or u or local law including, but not limited to, using, manufacturing, s violate any law or ordinance, or commit a waste or nuisance on (if applicable, check one) (I) Housing Provider shall provide Tenant with a copy of the r	iulations that are at any time posted on the Premises or delivered ees and licensees of Tenant shall not, disturb, annoy, endanger se the Premises for any unlawful purposes, under federal, state selling, storing or transporting illicit drugs or other contraband, or or about the Premises. ules and regulations within days or							
16.	□ (if A .	governed by a homeowners' association ("HOA"). The name Tenant agrees to comply with all HOA covenants, conditions at Rules"). Tenant shall reimburse Housing Provider for any fine violation by Tenant, or the guests or licensees of Tenant or Hou the security deposit.	relopment, common interest subdivision or other development of the HOA is							
	ALT (i) T or ch nails Tena be c KEY	enant shall not make any repairs, alterations or improvements in nanging locks, installing antenna or satellite dish(es), placing sign or adhesive materials; (ii) Housing Provider shall not be respo	aragraph 24C, without Housing Provider's prior written consent, ar or about the Premises including: painting, wallpapering, adding ns, displays or exhibits, or using screws, fastening devices, large nsible for the costs of alterations or repairs made by Tenant; (iii) s or improvements; and (iv) any deduction made by Tenant shall							
		□ key(s) to Premises,	□ remote control device(s) for garage door/gate							
		□ key(s) to mailbox,	opener(s),							
		key(s) to common area(s),								
	C.	Tenant acknowledges that locks to the Premises have not (half Tenant re-keys existing locks or opening devices, Tenant sl								
	D.	Tenant shall provide Housing Provider keys and other items	necessary to access the Property as required in the purchase							
	E.	agreement, at Close Of Escrow or □ (if checked) at the end of t ITEMS INCLUDED: Other items included in the purchase agree Sale.	the Residential Lease After Sale. The ment shall be provided at the end of the Residential Lease After							



RLAS REVISED 12/22 (PAGE 3 OF 8) Tenant's Initials ______ Housing Provider's Initials _____

Premis	es:	Date:
19. EN	TRY:	
A.	Tenant shall make Premises available to Housing Provider or Housing Provider's represe make necessary or agreed repairs (including, but not limited to, installing, repairing, test and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or presence of mold), providing decoration, alterations, or improvements; or supplying nece Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraise "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons	ing, and maintaining smoke detectors repairing dilapidation relating to the essary or agreed services; or to show rs, contractors and other (collectively ons may take photos of the Premises.
В.	 Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and s (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the waives the right to such notice. (2) If Housing Provider has in writing informed Tenant that the Premises are for sale an 	Tenant moving out, unless the Tenant
	show the premises (C.A.R. Form NSE), then, for the next 120 days following the delication or the shown the Premises to actual or prospective purchasers.	ivery of the NSE, notice may be given

(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: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C.

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

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor 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. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
- 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 ŠALE/LEASE signs on the Prémises.

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 the 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 condition it was in prior to any alterations/improvements.
- C. Right to Pre-Move Out Inspection and Repairs as follows: (i) After giving or receiving notice of termination of 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 statements 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)
- § 1161(2),(3), or (4).

 25. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 24, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, 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.



RLAS REVISED 12/22 (PAGE 4 OF 8) Tenant's Initials/	Housing Provider's Initials//	EQUAL HOUSING OPPORTUNITY

- 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 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 the 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 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:
 - 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.
 - Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
 - C. ☐ Tenant shall obtain liability insurance, in an amount not less than \$____ , naming 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 any 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 (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgement that the tenant estoppel certificate is true and correct and may be relied upon by a lender or
- 33. MEDIATION:
 - Consistent with paragraphs B and C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between Α. 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. 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 this 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 34A.
- 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 After Sale
 - LEAD-BASED PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead
 - C. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):
 - (1) Housing Provider has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Housing Provider by the pest control company.

RLAS REVISED 12/22 (PAGE 5 OF 8) Tenant's Initials ______ Housing Provider's Initials _____

- (2) ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

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

1	金
EQI	JAL HOUSING

DECIDENTIAL	I EASE AETED	SALE (DI ASI	DAGE 5 OF 9)	

	 F. 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 Web site maintained by the Department of Justice a 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 no Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.) G. □ RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmenta hazards booklet. H. □ MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Housing Provider) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions. I. 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. J. □ DEATH ON THE PREMISES: An occupant of the Premises died on the Premises within the last three years. (Note to Landlord the manner of death may be a material fact to the tenant, and should be disclosed in 36K, except for death by HIV/AIDS.) K. □ OTHER MATERIAL FACTS:
37.	SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in paragraphs 2, 54, 256 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.
	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 relationships are hereby confirmed for this transaction: Housing Provider's Brokerage Firm License Number
	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 Agen (Dual Agent).
	B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency
	relationship (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.
	 C. Termination of Agency Relationship: (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2)
	below, once this Agreement commences upon Close Of Escrow, (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, is terminated. (2) [If checked] Notwithstanding paragraph 39C(1), Broker duties and responsibilities to either Housing Provider or Tenan
	will terminate upon Completion of Move In Inspection (C.A.R. Form MII).
40.	NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civi
	Code requires a housing provider or property manager to provide a tenant with a foreign language translation copy of a lease or renta 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
44	with no generally accepted non-English translation.
	RECEIPT: If specified in paragraph 4 or 5, Housing Provider or Broker, acknowledges receipt of funds. 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); □ Parking and Storage Disclosure (C.A.R. Form PSD)
	■ 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) Other Documents/Addenda:
	Other Terms
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, upor request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trus
	(Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the
_	business entity).
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 interpreter/translatoragreement (C.A.R. Form ITA).
	agrooment (0.2 till 1 om 1179).



₽rem	ses:		Date):
5. Th	ne Premises is being managed by Owner, (or, if checked):			
	Housing Provider's Brokerage Firm in Real Estate Brokerage	ge section		
	Tenant's Brokerage Firm in Real Estate Brokers section _ Property Management firm immediately below			
			DDE 1 :- #	
	eal Estate Broker (Property Manager)			
	(Agent)			
A	ddress		_ I elephone #	
rep the Hot	using Provider and Tenant acknowledge and agree Brokers resentations made by others; (c) cannot provide legal or tax knowledge, education or experience required to obtain a using Provider in this Agreement, Brokers: (e) do not decice ept; and (f) do not decide upon the length or other terms of k legal, tax, insurance and other desired assistance from a	x advice; (d) will not provide other a real estate license. Furthermore, de what rental rate a Tenant shoul of this Agreement. Housing Provide	advice or informa , if Brokers are r d pay or Housing	tion that exceeds ot also acting as provider should
	enant/Seller agrees to rent the Premises on the above ☐ ENTITY TENANT: (Note: If this paragraph is con Form RCSD) is not required for the Legally Authoriz (1) One or more Tenant is a trust, corporation, LLC, pro (2) This Agreement is being Signed by a Legally Authorized individual. See paragraph 47 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in	npleted, a Representative Capa red Signers designated below.) bate estate, partnership, holding a prized Signer in a representative can y simplified trust name (ex. John D	apacity and not follow, co-trustee, J	ey or other entity. or him/herself as an ane Doe, co-trustee
	TENANT SIGNATURE(S):			·
(S	ignature) By,			ite:
	Printed name of Tenant:			
	☐ Printed Name of Legally Authorized Signer:			
	Address	City	State	Zip
	Telephone Text			
(S	ignature) By,			
(-	Printed name of Tenant:			
	☐ Printed Name of Legally Authorized Signer:		cable	
	Address	City	State	7in
	Address Text	Oity	State	ZIP
	☐ IF MORE THAN TWO SIGNERS, USE Additional	`	,	
	Dusing Provider/Buyer (owner or ☐ agent for owner) a ☐ ENTITY HOUSING PROVIDER: (Note: If this paragray (C.A.R. Form RCSD) is not required for the Legally (1) One or more Housing Provider is a trust, corporation entity.	aph is completed, a Representat Authorized Signers designated	ive Capacity Sig below.)	gnature Disclosure
	 (2) This Agreement is being Signed by a Legally Authorized individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the content of the c	y simplified trust name (ex. John D	oe, co-trustee, J	ane Doe, co-trustee
В	 individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). 	y simplified trust name (ex. John D	oe, co-trustee, J	ane Doe, co-trustee
	 individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following the HOUSING PROVIDER SIGNATURE(S): 	ry simplified trust name (ex. John E	Ooe, co-trustee, J	ane Doe, co-trustee g case #:
	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the property of the trust or under probate, the following in the property of the provided HOUSING PROVIDER SIGNATURE(S): ignature) By,	y simplified trust name (ex. John E	Doe, co-trustee, Jate case, includin	ane Doe, co-trustee g case #:
	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the properties of the provider in the provider individual terms. HOUSING PROVIDER SIGNATURE(S): ignature) By,	ry simplified trust name (ex. John E	Doe, co-trustee, Jate case, includin	ane Doe, co-trustee g case #:
	 individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following HOUSING PROVIDER SIGNATURE(S): ignature) By,	ry simplified trust name (ex. John E is the full name of the trust or proba	Doe, co-trustee, Jate case, includin	ane Doe, co-trustee g case #:
	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following the trust or book the probate is a trust or under probate. The following signature is a trust or under probate. HOUSING PROVIDER SIGNATURE(S): ignature) By, Printed name of Housing Provider: Drinted Name of Legally Authorized Signer: Address	y simplified trust name (ex. John E is the full name of the trust or probations and the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust or probations are considered as a substitution of the trust of the trust or probations are considered as a substitution of the trust	Doe, co-trustee, Jate case, includin Da Cable, State	ane Doe, co-trustee g case #: ite:
(S	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following the HOUSING PROVIDER SIGNATURE(S): ignature) By, Printed name of Housing Provider: Printed Name of Legally Authorized Signer: Address Telephone Text	y simplified trust name (ex. John E is the full name of the trust or probation is the full name of the trust or probation. Title, if application is contact to the full name of the trust or probation.	Doe, co-trustee, Jate case, includin Dae Cable, State	ane Doe, co-trustee g case #: tte: Zip
(S	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following the HOUSING PROVIDER SIGNATURE(S): ignature) By, Printed name of Housing Provider: Printed Name of Legally Authorized Signer: Address Telephone Text ignature) By,	y simplified trust name (ex. John E is the full name of the trust or proba Title, if applic City E-mail	Doe, co-trustee, Jate case, includin Da Cable, State Da	ane Doe, co-trustee g case #: tte: Zip
(S	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the Housing Provider SIGNATURE(S): ignature) By, Printed name of Housing Provider: Printed Name of Legally Authorized Signer: Address Telephone Text ignature) By, Printed name of Housing Provider:	y simplified trust name (ex. John E is the full name of the trust or proba Title, if applic City E-mail	Doe, co-trustee, Jate case, includin Da cable, Da	ane Doe, co-trustee g case #: ite: Zip ite:
(S	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the Housing Provider SIGNATURE(S): ignature) By, Printed name of Housing Provider: ———————————————————————————————————	y simplified trust name (ex. John E is the full name of the trust or probations the full name of the trust or probations. Title, if applied to the trust or probations the full name of the trust or probations. Title, if applied to the full name of the trust or probations.	Doe, co-trustee, Jate case, includin Date cable, Date	ane Doe, co-trustee g case #: tte:Zip
(S	individual. See paragraph 28 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is: (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following in the Housing Provider SIGNATURE(S): ignature) By, Printed name of Housing Provider: Printed Name of Legally Authorized Signer: Address Telephone Text ignature) By, Printed name of Housing Provider:	y simplified trust name (ex. John E is the full name of the trust or probations the full name of the trust or probations. Title, if applied to the trust or probations the full name of the trust or probations. Title, if applied to the full name of the trust or probations.	Doe, co-trustee, Jate case, includin Date cable, Date	ane Doe, co-trustee g case #: tte:Zip



Date:
Agreement between Housing sidential Lease After Sale is or □ (if checked) the amount
Lic. #
Date
Zip
E Lic. #
Date
Zip

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATON OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.







SELLER MULTIPLE COUNTER OFFER No. (C.A.R. Form SMCO, Revised 12/22)

This is a counter offer to the Purchase Agreement, OR Buyer Counter offer No. Other ("Cherdated on properly known as ("Poperly between ("Buyer and Seller are referred to as the "Parties." ("Buyer and Seller are referred to as the "Parties." ("Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the "Parties." ("Seller" Buyer and Seller are referred to as the seller seller buyer and seller are referred to an other Counter Offer. B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount (seller are proportion as in the original offered price, their the dollar amount of any difference ("Appraisal Gap") shall be deducted from the final contra price to create the final appraisal contingency amount. D. OTHER TERMS: E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by bo Parties (If both Parties do not Signand Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid be a seller Purchase of Replacement Property (C.A.R. Form SPRP) Back Up Offer Addendum (C.A.R. Form BLAS) Back Up Offer Addendum (C.A.R. Form BLAS) Back Up Offer Addendum (C.A.R. Form SPRP) Back Up Offer Addendum (C.A.R				Date	e
Buyer and Seller are referred to as the "Parties." 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. The Luquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of thos paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in paragraph 10 of this or another Counter Offer offer, down payment and loan amount(s) be adjusted in the sam proportion as in the original Offer. but the dollar amount of any initial and increased deposit and Seller credits shall rema unchanged from the original Offer. C. Unless Otherwise Agreed or allered in another Counter Offer, if in the original offer the appraisal contingency amount is low than the original Offer of price, then the older amount of any difference ("Appraisal Gap") shall be deducted from the final contra price to create the final appraisal contingency amount. D. OTHER TERMS: E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by be Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid Addendum No. (A.F. France) Seller Lecens to Remain in Possessession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Lecens to Remain in Possessession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Lecens to Remain in Possessession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Intent to Exchange Addendum (C.A.R. Form SIP) (occupancy to 30 or more days) Seller Intent to Exchange Addendum (C.A.R. Form SIP) Tenant Occupied Property Addendum (C.A.R. Form SIP) Tenant Occupied Property Addendum (C.A.R. Form SIP) Seller Intent to Exchange Addendum (C.A.R. Form SIP) Seller Intent to Exchange Addendum (C.A.R. Form SIP) Seller Intent to Exchange Addendum (C.A.R. Form SIP) Sel	This	is is a counter offer to the Purchase Agreement	, OR \square Buyer Counter offer No. $__$, Other	("Offer"),
Buyer and Seller are referred to as the "Parties." 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of thos paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced inclusion in paragraph 10 of this or another Counter Offer. B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the sam unchanged from the original Offer. C. Unless Otherwise Agreed or altered in another Counter Offer, in the original offer the appraisal contingency amount is low than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall be deducted from the final contra price to create the final appraisal contingency amount. D. OTHER TERMS: E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by bor Parties (if both Parties do not Sign and Deliver all attached addenda hen any acceptance of this Seller Counter Offer is not valid Addendum No (C. A.R. Form BM) Back Up Offer Addendum (C	date	ted, on property kno	wn as		("Property"),
 Buyer and Seller are referred to as the "Parties." TERMS: The terms and conditions of the above referenced document are accepted subject to the following:	beti	tween			("Buyer")
1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following: A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of thos paragraphs is not initialed by all Parties, that paragraph is experienced inclusion in paragraph 1D of this or another Counter Offer. B. Unless of the paragraph and the paragraph is excluded from the final agreement unless specifically referenced inclusion in paragraph 1D of this or another Counter Offer, down payment and loan amount(s) will be adjusted in the sar unchanged from the original Offer. C. Unless Otherwise Agreed or altered in another Counter Offer, in the original offer the appraisal contingency amount is low than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall be deducted from the final contra price to create the final appraisal contingency amount. D. OTHER TERMS: E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by bor Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid Addendum No. (C.A.R. Form BUO) Back Up Offer Addendum (C.A.R. Form BUO) Belier License to Remain in Possession Addendum (C.A.R. Form SPRP) Formation Coccipied Property Addendum (C.A.R. Form SPRP) Brain to Coccipied Property Addendum (C.		d			("Seller").
A. The Liquidated Dämages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of the paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unitialed by all Parties. Parties of the paragraph is not initialed by all Parties, and paragraph is over the original Offer, but the dollar amount of any initial and increased deposit and Selfer credits shall remain as in the original Offer, but the dollar amount of any initial and increased deposit and Selfer credits shall remain unchanged from the original Offer. C. Unless Otherwise Agreed or altered in another Counter Offer, in the original offer the appraisal ontingency amount is low processor or altered in another counter Offer, in the original offer the appraisal contingency amount. D. OTHER TERMS: E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties of not Sign and Deliver all attached addendat then any acceptance of this Seller Counter Offer is not valid Addendum No	Виу	lyer and Seller are referred to as the Parties.			
E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by bo Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid Addendum No. (C.A.R. Form BUM) Back Up Offer Addendum (C.A.R. Form BUM) Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Durchase of Replacement Property (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form SPRP) Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days) Seller Intent to Exchange Addendum (C.A.R. Form SXA) Other	1.	 A. The Liquidated Damages and Arbitration paragraphs is not initialed by all Parties inclusion in paragraph 1D of this or another inclusion in paragraph 1D of this or another inclusion in paragraph 1D of this or another including the proportion as in the original Offer, but unchanged from the original Offer. C. Unless Otherwise Agreed or altered in than the original offered price, then the oprice to create the final appraisal continuous. 	n of Disputes paragraphs in the Offi, that paragraph is excluded from the Counter Offer. another Counter Offer, down payment the dollar amount of any initial and another Counter Offer, if in the original amount of any difference ("Apagency amount."	er each require initials by all Parties. the final agreement unless specifical nent and loan amount(s) will be adjusted increased deposit and Seller creational offer the appraisal contingency	Illy referenced for sted in the same dits shall remain amount is lower
E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by bo Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid Addendum No. (C.A.R. Form BUM) Back Up Offer Addendum (C.A.R. Form BUM) Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Durchase of Replacement Property (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form SPRP) Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days) Seller Intent to Exchange Addendum (C.A.R. Form SXA) Other					
Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid Addendum No(C.A.R. Form ADM) Back Up Offer Addendum (C.A.R. Form BUO) Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days) Seller Purchase of Replacement Property (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form SPRP) Residential Lease After Sale (C.A.R. Form RIAS) (occupancy for 30 or more days) Seller Intent to Exchange Addendum (C.A.R. Form SXA) Other BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the san as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in thimse specified below: Seller Signs in paragraph 5, gurer secieve a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Selles shall have no duties or obligations for the purchase or sale of the Property.) EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposishall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 5 (if more than one Selle then the last date) (or byAM/_PM on(date), ()) this Seller Multiple Counter Offer is Signed by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Ager Amarket offer received, prior to Seller selection of this Multiple Counter Offer the Property for sale. Seller has the right to accept are other offer received, prior to Seller selection of this Multiple Counter Offer Seller Multiple Counter Offer unless Otherwise Agreed. Date Date Date Date Occeptance in paragraph 8 (if more than one Seller, then the last date) (or by AM/_PM on (date), (i) it is Seller Multiple Counter Offer signed by Seller					
 BINDING EFFECT: Seller is making Multiple Counter Offer sto other prospective Buyers on terms that may or may not be the sam as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller Signs in paragraph 5, Buyer Signs in paragraph 7, Seller signs in paragraph 8, and Buyer receive a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Selle shall have no duties or obligations for the purchase or sale of the Property.) EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposi shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 5 (if more than one Selle then the last date) (or byAMM_D PM on(date)), (i) this Seller Multiple Counter Offer is Signed in paragraph by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Ager MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept are other offer received, prior to Seller selection of this Multiple Counter Offer. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sign paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is p		Parties (if both Parties do not Sign and D Addendum No(C.A.R. Form A Back Up Offer Addendum (C.A.R. Fo Seller License to Remain in Possessi Seller Purchase of Replacement Prop Tenant Occupied Property Addendum Residential Lease After Sale (C.A.R. Seller Intent to Exchange Addendum	Deliver all attached addenda then an ADM) rm BUO) on Addendum (C.A.R. Form SIP) (operty (C.A.R. Form SPRP) in (C.A.R. Form TOPA) Form RLAS) (occupancy for 30 or (C.A.R. Form SXA)	ny acceptance of this Seller Counter Coucer Coccupancy up to 29 days) more days)	Delivered by both Offer is not valid):
shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 5 (if more than one Seller then the last date) (or byAMPM on (date)), (i) this Seller Multiple Counter Offer is Signed in paragraph by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Ager 4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept an other offer received, prior to Seller selection of this Multiple Counter Offer. 5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed. Date		BINDING EFFECT: Seller is making Multiple as in this Multiple Counter Offer. This Multiple times specified below: Seller Signs in paraga Copy of the Multiple Counter Offer with all shall have no duties or obligations for the pu	e Counter Offers to other prospecti- ple Counter Offer does not bind Se graph 5, Buyer Signs in paragraph of the signatures. (Note: Prior to the rchase or sale of the Property.)	ve Buyers on terms that may or may eller and Buyer unless <u>all</u> of the follow n 7 , Seller signs in paragraph 8 , and the completion of <u>all</u> of the foregoing,	wing occur in the d Buyer receives Buyer and Seller
 4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept ar other offer received, prior to Seller selection of this Multiple Counter Offer. 5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed. 6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sign in paragraph 5 (if more than one Seller, then the last date) (or by AM/_ PM on (date) (i) it is Signed paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received be Buyer or Buyer's Agent who is authorized to receive it. 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFE No) and acknowledges receipt of a Copy Date	3.	shall be returned to Buyer unless by 5:00 PM	M on the third Day after the date Se	eller Signed in paragraph 5 (if more	than one Seller,
other offer received, prior to Seller selection of this Multiple Counter Offer. 5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed. Date	_				
5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed. Date ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sign in paragraph 5 (if more than one Seller, then the last date) (or by AM/_ PM on (date) (i) it is Signed paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received be Buyer or Buyer's Agent who is authorized to receive it. 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFE No) and acknowledges receipt of a Copy. Date	4.	MARKETING TO OTHER BUYERS: Seller other offer received, prior to Seller selection	has the right to continue to offer the of this Multiple Counter Offer.	Property for sale. Seller has the rig	ont to accept any
6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sigr in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM/☐ PM on (date) (i) it is Signed paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received be Buyer or Buyer's Agent who is authorized to receive it. 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFE No) and acknowledges receipt of a Copy Date	5.	OFFER: SELLER MAKES THIS MULTIPLICOPY. BY MAKING THIS COUNTER OFFER	E COUNTER OFFER ON THE TER , ANY PREVIOUS OFFER OR COUI	NTER OFFER CAN NO LONGER BE A	ACCEPTED. The
 ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sign in paragraph 5 (if more than one Seller, then the last date) (or by AM/_ PM on (date) (i) it is Signed paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received be Buyer or Buyer's Agent who is authorized to receive it. 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFE No) and acknowledges receipt of a Copy. Date 					
deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Sign in paragraph 5 (if more than one Seller, then the last date) (or by □ AM/□ PM on (date) (i) it is Signed paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received be Buyer or Buyer's Agent who is authorized to receive it. 7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked □ SUBJECT TO THE ATTACHED COUNTER OFFE No) and acknowledges receipt of a Copy Date					
No) and acknowledges receipt of a Copy. Date	6.	deemed revoked and the deposit, if any, sha in paragraph 5 (if more than one Seller, the paragraph 8 by Seller, and (ii) a copy of this	all be returned to Buyer unless by $\frac{1}{2}$ en the last date) (or by \Box s Seller Multiple Counter Offer sign	5:00 PM on the fourth Day after the o	date Seller Signs
Date	7.			SUBJECT TO THE ATTACHED CO	OUNTER OFFER
		No) and acknowledges receipt of a Co	• •	- 4	
Date					
				Date	

© 2022, California Association of REALTORS®, Inc.

SMCO REVISED 12/22 (PAGE 1 OF 2)



8. S	ELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: NOTE TO SELLER: Do NOT Sign in this box paragraph 7. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Cou	x until after Buyer Signs
A	Seller accepts this Seller Multiple Counter Offer.	nter Oner.
1		_ Date
		_ Date
OR B	. □ Seller accepts this Seller Multiple Counter Offer in Back-Up position No Back-Up Offer A	ddendum (C.A.R. Form
	BUO), dated, attached.	
		_ Date
	This Seller Multiple Counter Offer in Back-Up position shall be deemed revoked and the deposits sha unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 8B (if more than one Selle byAM/\[Delta PM\] on (date)), (i) this Seller Multiple Counter Offer in Back-Up pos below and the attached BUO is Signed by Buyer, and (ii) copies of both are personally received by Seller	er, then the last date)(or ition is Signed by Buyer
	Agent.	
		_ Date
		_ Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





SOLAR ADVISORY AND QUESTIONNAIRE

(C.A.R. Form SOLAR, 12/22)

Property Address:	Date:

- 1. SOLAR OWNERSHIP: Solar systems may be owned outright, owned with financing, owned with a lien or security interest on the real property, or leased. Many property owners who believe that they own their solar system may not have free and clear ownership of that system. Ownership could be subject to a note and deed of trust issued when a solar system was financed or a UCC-1 financing statement filed with the California Secretary of State. Financing of the solar system may also be secured by an assessment against the real property that is collected through additional property tax payments for the period of financing (e.g., HERO or PACE). Because a seller's property tax statement will reference the solar lien, sellers may not remember the lien or consider it as a separate lien; nonetheless it should be disclosed. Some owners obtain private lending to purchase a solar system that is not secured by the real property or panels or other equipment attached to it. If the seller is intending for these private loans to be paid off as part of a sale, terms may need to be added in the agreement to address this situation.
- 2. SOLAR LIENS, POWER PURCHASE AGREEMENTS, AND SOLAR LEASES: Many solar systems are not owned but instead are leased. While a leased system typically has a fixed or scheduled monthly payment, other systems may have a power purchase agreement requiring the purchase of all or a portion of the solar power generated at an agreed contractual rate from the solar company with an ability to sell any excess energy to the electrical provider company (e.g., PG&E) in accordance with the system's governing regulatory scheme. Payments under such an arrangement can vary depending on the amount of energy created and used. Even solar systems that are leased may have security interests attached such as a UCC-1 or fixture filing recorded in the county where the property is located.

In some cases, the lender or lien holder for the solar system may allow a buyer to assume the existing loan and may agree to allow the solar lien to subordinate to, or become secondary to, a new purchase loan. However, in many cases, the holder of the security interest will not release the priority of its security interest which means that the solar loan must either be paid off when the property is sold or that any buyer must purchase without obtaining any new financing.

When there is a solar lease, a buyer may be permitted to assume the terms of a solar lease but only with the approval of the solar company. For leased systems, there may be a provision enabling the purchase of the solar equipment prior to the end of the lease term, or a provision allowing the termination of the lease at cost with no retained ownership of the solar equipment (a "Buyout"). There may also be a clause enabling the purchase of the equipment or the termination of the lease without any pre-agreed cost; in those cases, the cost will be an appraised value determined by the solar company.

If a solar system is owned by the seller, the seller may have the right to remove the system or its components and install them on another property. If the system has been financed and the financing is secured by a lien on the property or the component parts, the seller should consult with the company about both the effect of removal of the system or its components on the lien and the consequence of any damage caused by the removal.

- 3. ADVERTISING MATERIAL: All parties are advised that the Multiple Listing Service ("MLS") and other advertisements that are used to list and market a property for sale and are not contractual agreements. Thus, it is imperative that buyers of Property with a solar system ("Solar Property") receive and carefully review copies of all documents, including any solar agreement, underlying security agreements for owned equipment, or any other material that the seller possesses prior to the buyer making any final decision regarding the solar system. Buyers should not simply rely on the information in the MLS or any other advertising material.
- 4. PURCHASE CONTRACT AND TRANSFER ISSUES: The C.A.R. Purchase Agreements include a contingency for the review of leased or liened items and systems, in order for the buyer to review any agreements or documents related to any solar system and to properly evaluate all of the present and future terms and conditions, including the costs of accepting the existing solar system. The default language provides that the system is being transferred, and the buyer has a contingency to determine whether the buyer is willing or able to assume any lease, lien, or other agreement. If the solar system is not intended to be transferred with the property, the contract may need to be modified to address this.

If a leased or liened system is to be assumed by the buyer, the solar company may take steps to insure its priority interest against the property and/or the buyer's lender may require a solar endorsement from the title company; if this occurs, escrow could be delayed. Buyers and sellers should be aware that because any buyout or assumption of a solar system could impact closing escrow, they should consider including a provision in the purchase agreement to allow for the possible extension of the closing date to facilitate dealing with any problems that may arise because of the solar system.

5. SOLAR EVALUATION, RECOMMENDATIONS, AND LEGAL ADVICE: Real estate brokers and their agents are not qualified to evaluate the terms, conditions and/or the security interests in a solar system. They are also not qualified to determine the quality of solar equipment or the impact of any regulatory scheme on the ownership or use of solar equipment. Buyers and sellers of Solar Property should consider retaining the services of a solar photovoltaic system inspector if one is available in the area where the property is located.

Brokers recommend that sellers and buyers of Solar Property exercise diligence in obtaining copies of any contracts, agreements or other documents related to any possible solar system security interests as soon as practicable to enable a prompt evaluation of what may be required to facilitate a sale of the property. Additionally, obtaining a buyout or obtaining any agreement for a buyer to assume the solar agreement may take considerable time and/or be of an uncertain cost. Therefore, sellers of Solar Property should, prior to entering into a purchase agreement, determine if a Buyout or loan assumption is available and at what cost or terms so as to make full and complete disclosure to potential buyer and to avoid delays in closing escrow.

Whether or not a solar photovoltaic system inspector is used, buyers and sellers should consult with a qualified California real estate attorney prior to entering into any agreement to purchase or sell Solar Property; that attorney should evaluate the existing solar documentation and properly craft language to be included in the purchase agreement that will best protect the interests of their clients. Real estate brokers and their agents are allowed to prepare standard real estate transaction documents, but they are not qualified to create specialized contract language that may be needed to deal with the specific issues involved in any specific Solar Property.

© 2022, California Association of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNIT

Prop	ert	y Address:	Date:
6.	SOL	AR PROPERTY QUESTIONNAIRE (IF YES TO ANY QUESTION, PROVIDE EXPLANA	ATION):
	۸.	GENERAL SOLAR SYSTEM ISSUES:	ARÉ YOU (SELLER) AWARE OF
		(1) Approximate age of the solar system?	Yes 🗆 No
		(2) Name of the installation company?	Yes □ No
		(3) Does the solar system provide power only for a portion of the property?	☐ Yes ☐ No
		(4) Approximate size of the system (# of panels, Kilowatt size)?	
		(5) Whether the system is central invertor or micro inverters?	□ Yes □ No
		(6) Whether the system is on-grid only, on and off grid, or off-grid only?	□ Yes □ No
		(7) Whether there is a battery bank or power wall that enables the system to run off-grid?	?
		(8) Whether any portion of the system is installed anywhere other than the roof?	
`	$\overline{}$	Explanation:	
		- Indianation	
	`		
-	В.	OWNED-SOLAR SYSTEMS, IF APPLICABLE AND CONVEYING WITH THE PROPER	RTY:
			ARE YOU (SELLER) AWARE OF
		(1) Whether the system still has a balance due on any financing?	□ Yes □ No
		(A) If Yes, what is the balance?	\$
		(B) If Yes, is it secured by an interest on title?	
		(C) If Yes, is the loan transferrable to or assumable by buyer?	
		NOTE: if it is not secured on title, the agreement may have to be amended for Buyer	
		(2) Whether there is an annual true-up bill from the power company?	⊔ Yes ⊔ No
		If Yes, what is the approximate bill amount? \$	
		(3) Whether there is any other type of lien or encumbrance on title, on a property tax bill	or otherwise? ☐ Yes ☐ No
		(4) Whether there is a power purchase agreement (if yes, complete 6C below)?	⊔ Yes ⊔ No
		Explanation:	
		LEASED SOLAR SYSTEMS OR SYSTEMS WITH POWER PURCHASE AGREEMENT	S IE ADDI ICARI E
,	٥.	LEASED SOLAR STSTEMS OR STSTEMS WITH FOWER FUNCTIASE AGREEMENT	ARE YOU (SELLER) AWARE OF
		(1) The name of the company with the lease or power purchase agreement?	AND TOO (SEELEN) AWARD OF
		(1) The name of the company with the lease of power purchase agreement:	l res l No
		If Yes, what is the name?	
		(2) The year that the agreement expires?	⊔ Yes ⊔ No
		If Yes, what is the year?(3) The current monthly solar payments?	
			Yes □ No
		If Yes, what is the amount? \$	
		(4) Whether the payments are fixed or vary over the life of the agreement?	🗆 Yes 🗆 No
		(5) Whether the lease or power purchase agreement is transferrable to or assumable by	buyer?
		(6) Whether the solar system is not owned at the end of the agreement?	
		If not owned, can the equipment be purchased?	Yes □ No
		If Yes, what is the estimated amount that would be owed? \$	
		Explanation:	
Selle	er a	cknowledges that Seller has read, understands and has received a copy of this So	lar Advisory and Questionnaire, and
Selle	er re	epresents that Seller has provided the answers and, if any, explanations and comm a and that such information is true and correct to the best of Seller's knowledge as	nents on this form and any attached
adde	enda	a and that such information is true and correct to the best of Seller's knowledge as	s of the date signed by Seller.
Selle	r		Date
Selle	r		Date
Buve	er a	cknowledges that Buyer has read, understands and has received a copy of this So	olar Advisory and Questionnaire.
,,	u	and the second of the second second second second a sepy of the second s	
Bus.c			Data
buye			Date
Buve	r		Date
© 202 this fo	22, (orm,	California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unau or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats NIA ASSOCIATION OF REALTORS® NO REPRESENTATION IS MADE AS TO THE LEGAL VALUETY OR ACC	thorized distribution, display and reproduction of THIS FORM HAS BEEN APPROVED BY THE

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





ALREADY-BUILT SUBDIVISION PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTION

OF REALTORS® Use only when a residence has been completed and is subject to a Public Report (An already-built subdivision may be referred-to as an existing subdivision by the DRE) (C.A.R. Form ABSPA, Revised 12/22)

	•			
	THIS IS AN	OFFER FROM		("Buyer")
			(County), Ca	
	in	(City),	(County), Ca	alifornia,(Zip Code)
	Assessor's I	Parcel No(s)		("Property")
2. AG A. B.	THE TERMS Buyer and S BNCY: DISCLOSUIF Form AD) if Signed by B CONFIRMA Seller's Bro Is the broker Seller's Ager Is (check one Buyer's Ager Is (check one More than Of More than Of More than that Referral	(Postal/Mailing address may be S OF THE PURCHASE ARE SPECI eller are referred to herein as the "Parties each acknowledge represented by a real estate license uyer. Seller's Agent is not legally obtained by a real estate license uyer. Seller's Agent is not legally obtained by a real estate license uyer. Seller's Agent is not legally obtained by a real estate license uyer. Seller's Agent (Salesperson of (check one): ☐ the Seller; or ☐ botained by a real estate is a seller, and the Buyer's Agent (Salesperson one Brokerage represents ☐ Seller, LY COMPETING BUYERS AND SETATE OF THE BUYERS AND	oth the Buyer and Seller (Dual Agent). Lice n or broker associate); or □ both the Buyer's a Lice oth the Buyer and Seller (Dual Agent). Lice on or broker associate); or □ both the Buyer's a □ Buyer. See, Additional Broker Acknowledge ELLERS: The Parties each acknowledge recei d Consent" (C.A.R. Form PRBS). (print □ or ── of the Purchase Pric	s advised to investigate.) PAGES. this Agreement. ate Agency Relationships" (C.A.R give to Seller's Agent the AD form Signed by Seller. n. ense Number and Seller's Agent (Dual Agent). ense Number ense Number and Seller's Agent (Dual Agent). ense Number
3. TE Re	oral agreement Licensee is if checking Relationshi RMS OF PUF	ent or by implication, is terminated for not a part to this Agreement betwee this paragraph. If you become ps at that time (C.A.R. Form AC). RCHASE AND ALLOCATION OF (graphs provide further explanation.	r agency relationship with Referral Licensee, or this Property as of the date of Buyer's sign on Buyer and Seller. Note to Referral License an Agent in the transaction add a Confictory. The items in this paragraph are confictory is 19 pages. The Parties are advised Terms and Conditions	eature on this Agreement. Referra censee: Do not confirm agency rmation of Real Estate Agency ntractual terms of the Agreement
	#	Term		
Α	5, 5B (cash)	Purchase Price	\$	☐ All Cash
В	5A(3)	Close Of Escrow (COE)	Days after Acceptance OR on (date) (mm/dd/yyyy)	
С	43A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or □ AM/□ PM	
D(1)	5A(1)	Initial Deposit Amount	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Delivered to Escrow (or ☐ Seller) within 3 (or) business days after Acceptance by wire transfer OR ☐ Personal Check OR ☐
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR OR OR
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	Fixed rate or ☐ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain rate above	Conventional or, if checked, □ FHA □ VA (CAR Forms FVAC, HID attached) □ Seller Financing
		, , , , , , , ,	17 (or) Days after Acceptance	☐ Other:

© 2022, California Association of REALTORS®, Inc.

ABSPA REVISED 12/22 (PAGE 1 OF 19)

Buyer's Initials _

__ Seller's Initials _____/___



Property Address: Date: **Paragraph Title or Contract Terms and Conditions Additional Terms** Paragraph E(2) Additional Financed Amount _% of purchase price) Conventional or, if checked, 5C(2) Fixed rate or ☐ Initial adjustable rate
• not to exceed _____% ☐ Seller Financing Interest Rate ☐ Other: Points Buyer to pay up to _ __ points to obtain rate **E(3)** 7A Occupancy Type Primary, or if checked, ☐ Secondary ☐ Investment

F	5D	Balance of Down Payment	\$	
		PURCHASE PRICE TOTAL	\$	
G(1)	5È	Seller Credit, if any, to Buyer	\$\tag{\tag{\tag{\tag{\tag{\tag{\tag{	Seller credit to be applied to closing costs OR Other:
G(2)	ADDITIONAL	FINANCE TERMS:		
G(3)	19	Form SPBB attached). Seller's Broker's	n of Buyer to compensate Buyer's Broker under s offer, if any, to compensate Buyer's Broker is unaf	r a separate agreement (C.A.R. ffected unless Otherwise Agreed
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or □ 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or □ 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
- 1			Intentionally Left Blank	
J	11	Public Report Status	☐ Final Public Report ☐ Conditional Public Report ☐ Amended/Renewed Public Report	If Conditional Public Report is checked: Final Public Report shall be issued within ☐ 6 months or ☐ 30 months of the date of issuance of the Conditional Public Report.
K	17	Final Verification of Condition	5 (or) Days prior to COE	
L	24	Assignment Request	17 (or) Days after Acceptance	
M	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
M(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
M(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or □\$	17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
M(3)	8C, 14	Investigation of Property	17 (or) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for in NOT create additional cancellation right	17 (or) Days after Acceptance informational purposes is NOT a contingency, does its, and applies even if contingencies are removed.	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in M(1)-M(8) may
M(4)	8D, 16A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	be removed or waived by checking the applicable box above or attaching a Contingency Removal
M(5)	8E, 11	Review of Public Report	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against
M(6)	8F, 15A	Preliminary ("Title") Report	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	Agent advice. See paragraph 8I.
M(7)	8G, 12F	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
M(8)	8H, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	
N		Possession	Time for Performance	Additional Terms
N(1)		Delivery of Possession (unless N(2) is checked)	Upon notice of recordation On COE date	



ABSPA REVISED 12/22 (PAGE 2 OF 19)

Propert	y Address:			Date:
N(2)	7A	Occupied units by tenants or anyone other than Seller	☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose to Buyer If occupied by tenants or persons other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer
0			Intentionally Left Blank	
Р		Documents/Fees/Compliance	Time for Performance	
P(1)	16A	Seller Delivery of Documents	7 (or) Days after Acceptance	
P(2)	20C	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after Delivery	
P(3)	12F(2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance	
P(4)	30	Evidence of representative authority	3 Days after Acceptance	
Q	Items Includ	ded and Excluded		
Q(1)	9	Items Included - All items specified i	n Paragraph 9B are included and the following	, if checked:
		 Stove(s), oven(s), stove/oven combo(s); Refrigerator(s); Wine Refrigerator(s); Dryer(s); Dishwasher(s); Microwave(s); Additional Items Included: 	 □ Video doorbell(s); □ Security camera equipment; □ Security system(s)/alarm(s), other than separate video doorbell and camera equipment; □ Smart home control devices; □ Wall mounted brackets for video or audio equipment; □ 	 □ Above-ground pool(s) / □ spa(s); ☑ Bathroom mirrors, unless excluded below; □ Electric car charging systems and stations; □ Potted trees/shrubs; □ □
Q(2)		Excluded Items:		
()			;	;
R	Allocation of	of Costs		
	Paragraph	Item Description	Who Pays (if Both is checked, cost to be	Additional Terms
	#	item Description	split equally unless Otherwise Agreed)	Additional Terms
R(1)	12B	Natural Hazard Zone Disclosure Report, including tax information	split equally unless Otherwise Agreed) Buyer Seller Both	☐ Environmental ☐ Other ☐ Provided by:
R(1)	#	Natural Hazard Zone Disclosure	split equally unless Otherwise Agreed)	☐ Environmental ☐ Other
	# 12B	Natural Hazard Zone Disclosure Report, including tax information	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both	☐ Environmental ☐ Other ☐ Provided by:
R(2)	12B 20C	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Each to pay their own fees	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from
R(2)	12B 20C	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance
R(2) R(3)	12B 20C	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Each to pay their own fees Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance
R(2) R(3) R(4)	12B 20C	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance
R(2) R(3) R(4) R(5) R(6)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance
R(2) R(3) R(4) R(5) R(6) R(7)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Seller Both	□ Environmental □ Other □ Provided by: □ Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance
R(2) R(3) R(4) R(5) R(6) R(7) R(8)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures HOA certification fee	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Buyer Seller Both Buyer	□ Environmental □ Other □ Provided by: Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with
R(2) R(3) R(4) R(5) R(6) R(7) R(8) R(9)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures HOA certification fee HOA transfer fees	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with
R(2) R(3) R(4) R(5) R(6) R(7) R(8) R(9)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures HOA certification fee HOA transfer fees	split equally unless Otherwise Agreed) Buyer Seller Both Each to pay their own fees Buyer Seller Both Seller Buyer Seller Both Seller Buyer Seller Both Seller	□ Environmental □ Other □ Provided by: Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with
R(2) R(3) R(4) R(5) R(6) R(7) R(8) R(9) R(10)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures HOA certification fee HOA transfer fees Private transfer fees	split equally unless Otherwise Agreed) Buyer Seller Both Each to pay their own fees Buyer Seller Both Seller Buyer Seller Both Seller Buyer Seller Both Buyer Seller Both	□ Environmental □ Other □ Provided by: Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with
R(2) R(3) R(4) R(5) R(6) R(7) R(8) R(9) R(10) R(11) R(12)	# 12B 20C 15G	Natural Hazard Zone Disclosure Report, including tax information Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees City transfer tax, fees HOA fee for preparing disclosures HOA certification fee HOA transfer fees Private transfer fees	split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Seller Buyer Seller Both Seller Buyer Seller Both Seller Buyer Seller Both Buyer Seller Both Buyer Seller Both Seller Both Seller Both	□ Environmental □ Other □ Provided by: Escrow Holder: □ Title Company (If different from Escrow Holder): □ Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with

Proper	ty Address:_					Date:
S	13	INSULATION INFORMA Exterior Walls: Ceilings: Interior Walls: Other	Type	Thicknes Thicknes Thicknes Thicknes	SSSS	R-Value R-Value R-Value R-Value
T	38, 39	SELLER ESTIMATES FO	OR THIRD PARTY	CHARGES:		Escrow Services
U	34	SELLER'S WARRANTY	BEING PROVIDE	D: Standard Warranty or	[.] □ Seller's Limited	d Warranty
V	in this Agree	RMS: Other terms and condi- ement. Note to Seller: You y, the DRE.	tions are void to th must submit any	e extent that they impair addenda form(s) you	or limit the rights intend to attach	or remedies reserved to Buyer elsewhere this Agreement to, and have them be
A.	BUYER AI intended if Buyer's if Wire Fra Wildfire Trust Ad REO Ad Other: ATTACHE (1) If chec	to be incorporated into Investigation Advisory (C. aud Advisory (C.A.R. Form Disaster Advisory (C.A.R. Ivisory (C.A.R. Form TA) visory (C.A.R. Form REO D DISCLOSURES:	S: (Note: All Acthis Agreement A.R. Form BIA) WFA) Form WFDA)	Ivisories below are	using and Discrir nsumer Privacy may also receive a de Buyer and Se ale Information a Advisory (C.A.F	
	(2) ADDI	TIONAL DISCLOSURES	: Seller shall prov	ride Buyer with the foll	lowing additiona	l disclosures:
Ho	lder. DEPOSIT: (1) INITIA Seller DRE F Seller impoi (2) INCRI Initial depos	AL DEPOSIT: Buyer shall must have obtained a bo Regulation 2791.2. If Seller: If the purchase agree unded and held in a neu EASED DEPOSIT: Increa Deposit. If the Parties agoit into the liquidated damagnets.	deliver deposit d nd or bonds mee er has not obtain ment is signed tral escrow dep sed deposit (par iree to liquidated ages amount by	irectly to the party selecting the requirements ed such bond(s), then under the authority pository per B&P Coagraph 3D(2)) to be a damages in this Agrisigning a new liquidat	ected in paragra s of B&P Code § deposit shall be of a condition ode §§ 11013.4(delivered to Esc eement, they all	aph 3D(1). If being delivered to Seller, § 11013.2(c) or 11013.4(b) or (c), and e delivered directly to Escrow. Note to al Public Report, all funds must be (a) or 11013.2(a). Irow Holder in the same manner as the so agree to incorporate the increased use (C.A.R. Form DID) at the time the
	(3) RETU	sed deposit is delivered to RN OF DEPOSIT FOR SI	ELLER FAILURE	TO CLOSE: If Seller	is unable to clos	se on or before the Closing Date, Seller

shall, within 15 Days after the Closing Date, order all of Buyer's deposits, including all third-party charges (including but not limited to those specified in paragraphs 38 and 39) refunded to Buyer (except for liquidated damages paid to Seller pursuant to paragraph 40, if applicable).

(4) RETENTION OF DEPOSIT: Paragraph 40, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or
- Other is checked in paragraph 3E(1).

 (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
- BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within **1 Day** of Seller's request.



__ Seller's Initials _

- (4) FHA/VA: If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

 BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder
- pursuant to Escrow Holder instructions.
- LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- **ADDITIONAL FINANCING TERMS:**
 - VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs
 - may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

 VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable
 - rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- **CLOSING AND POSSESSION:**
 - OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence as indicated in paragraph 3E(3) and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part
 - CONDITION OF PROPERTY ON CLOSING; AND STATEMENT OF DEFECTS PER DRE REGULATIONS 2790.8 AND 2790.9; EXISTING SUBDIVISION INTEREST DISCLOSURE (For properties that have been either completed or occupied more than 3 years prior to a public report application being filed with the DRE, the Seller disclosure shall be on the for specified in DRE Regulation 2790.9):
 - (1) Condition: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
 - At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords,
 - codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3Q** or **9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- CONTINGENCIES AND REMOVAL OF CONTINGENCIES:
 - - (1) This Agreement is, unless otherwise specified in paragraph 3M(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
 - Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the
 - Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

 - If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency. NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3M(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.



D . A.I.	5	
Property Address:	ַ ַ ַ ַ ַ	ate:

B. APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3M(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3M(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3M(2), then Buyer may not use the loan contingency specified in paragraph 3M(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3M(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).
 INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3M(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- the condition of, and any other matter affecting, the Property.

 D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3M(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 16A.
- approval of Seller's documents required in paragraph 16A.
 E. REVIEW OF PUBLIC REPORT: This Agreement is, as specified in paragraph 3M(5), contingent upon Buyer's review and approval of the Public Report specified in paragraph 3J and signing DRE form RE 614E, "Receipt for Public Report".

F. TİTLE:

- This Agreement is, as specified in paragraph 3M(6), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 15G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
 Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report
- G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3M(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 12F ("CI Disclosures").
- H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3M(8), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3M(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.
 REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual
- I. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- J. REMOVAL OF CONTINGENCY OR CANCELLATION:
 - (1) For any contingency specified in paragraph 3M, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3M** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

 (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
 - A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3Q or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.
 - B. ITEMS INCLUDED IN SALE:
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3Q**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3Q**, **if currently existing at the time of Acceptance. Note:** If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3Q(2)** or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3Q, all such items are included in the sale, whether hard wired or not.

Seller's Initials _



Property Address: Date:

(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3Q(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address Non-Dedicated Devices: If checked in **paragraph 3Q**, all smart home and security system control devices are included in the

sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any

smart home features.

- **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3M(8)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3Q** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any
- Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other
- items included in this Agreement, including, but not limited to, utilities or security systems.

 10. ALLOCATION OF COSTS FOR INSPECTIONS, TESTS, REPORTS, AND CERTIFICATES: Paragraph 3R(1) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3R, or 3V, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3R(15)**. Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3P(1)
- 11. PUBLIC REPORT: The following information describes the current status of the public report process specified in paragraph 3J.

- FINAL PUBLIC REPORT: A public report is required to be delivered to Buyer prior to the execution of this Agreement.

 CONDITIONAL PUBLIC REPORT: If the Property is subject to a Conditional Public Report under the B&P Code, escrow will not close, funds will not be released from the escrow, and any interest contracted for and the subject of the escrow will not be conveyed until a current Final Public Report is delivered to Buyer. Furthermore, the entire sum of money paid or advanced by Buyer shall be returned to Buyer under B&P Code § 11013.4(a) or 11013.2(a) if (i) the Final Public Report has not been issued within time specified in **paragraph 3J**. Buyer has the ability to cancel the Agreement if the Final Public Report has not been issued unless a conditional public report is renewed for another 6 months, or (ii) the Buyer is dissatisfied with the Final Public Report because of a change pursuant to B&P Code § 11012.

 AMENDED/RENEWED PUBLIC REPORT: An amended/renewed public report is required to be delivered to Buyer prior to
- execution of this Agreement.

12. DISCLOSURES:

Statement of Defects:

- As required by DRE Regulation 2790.8, Seller shall complete and provide an "Existing Subdivision Interest Disclosure Statement" form specified in DRE Regulation 2790.9 ("ESI Disclosure") to Buyer as soon as practicable before the transfer of
- If any ESI Disclosure is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days after Delivery in person or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's Agent.

Seller is obligated to disclose information in the ÉSI Disclosure based on Seller's actual knowledge, after making a reasonable effort to obtain such information, whether derived from Seller's own investigation and inspection of the Existing Subdivision

Interest or from written reports prepared by third parties retained by Seller to perform inspections.

Seller shall amend any information in an ESI Disclosure after the ESI Disclosure is provided to Buyer, if the information in the ESI Disclosure is or becomes materially inaccurate and the Seller has actual knowledge of the inaccuracy. Seller is otherwise not required to amend the ESI Disclosure once it has been provided to Buyer. If the amended ESI Disclosure shows that the original ESI Disclosure was inaccurate or has become inaccurate in any material respect, Buyer shall have the right to cancel this Agreement within 3 Days after Delivery in person or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or

NATURAL HAZARD ZONES: Seller shall, within the time specified in paragraph 3P(1), disclose if Property is located in any of the following: Special Flood Hazard Areas; Potential Flooding (inundation) Areas, Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones; or any other federal, state, or local designated zone

for which disclosure is required by Law.

WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.A. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.



ABSPA REVISED 12/22	(PAGE 7 OF 19)
---------------------	----------------

Property Address: Date:

D. 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 Web site maintained by the Department of Justice at www. meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wents further information. check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during

Buyer's investigation contingency period. Agents do not have expertise in this area.)

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- Seller shall, within the time specified in **paragraph 3P(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3P(3)**, order from, and pay any required fee for the following items to, the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- G. SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3P(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3P(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones
- **PROPOSITION 65 WARNING**

MATERIALS INCLUDED IN THE CONSTRUCTION OF THIS HOUSE WILL EXPOSE YOU TO FORMALDEHYDE, SUBSTANCE KNOWN TO CAUSE CANCER. FURTHER INFORMATION MAY BE OBTAINED FROM THE BUILDER/

The following information is intended to explain the warning furnished by Seller of this home for exposures to formaldehyde, a substance known to the State of California to cause cancer. The exposures are caused by materials of which the house is or will be built.

The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products purchased by Seller from materials suppliers. These materials include carpeting, pressed wood products, insulation, plastics, and glues.

This home, if constructed prior to entering into this Agreement, has not been tested, and if constructed after entering into this Agreement, will not be tested. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. In the absence of specific information on these homes, and in light of the materials used in their construction, Seller believes that a warning is necessary.

Buyer may have further questions about these issues. Seller is willing to share any further information Seller has obtained and will provide, upon request, a list of known materials suppliers that may be contacted for further information, and whether any inquiry has been made by Seller.

- KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3P(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 13. INSULATION: The Federal Trade Commission requires that a new home seller must include in every new home sales contract the following information regarding type, thickness, and R-value of insulation to be installed in each part of the residence, and is specified
- BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
 - Buyer shall, within the time specified in paragraph 3M(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - Buyer Investigations include, but are not limited to:
 - Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - A) A general home inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.



ABSPA REVISED <mark>12</mark> /22 ((PAGE 8 C	OF 19)
-------------------------------------	-----------	----------------

Seller's Initials

- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) Any other specific inspections of the physical condition of the land and improvements.
- (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance,
- flood insurance and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

 Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government
- employee, unless required by Law. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, électricity and all opérable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3M(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3M(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation
- all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's obligations under this paragraph shall survive the termination of this Agreement shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 3P(1)**, be provided a current Preliminary Report by the person responsible for paying for the title policy in **paragraph 3P(3)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

 Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other
- matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- Seller shall, within the time specified in paragraph 3P(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on
- where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

 Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL Policy of title incurrence if applicable to
- Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 16. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3P(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6)**, **10**, **12A**, **12B**, **12C**, **12F**, **12G**, **12H**, **12J**, **15A**, **15D**, **32**, **33**, and **36**. This paragraph does not apply to the delivery of the Public Report. See paragraphs **3J** and **11** for Public Report delivery requirements.



Seller's Initials

Property Address:

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Deliver to Seller in accordance with **paragraph 12**.

Buyer may, within the time specified in **paragraph 3M(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests

made and may only cancel based on contingencies in this Agreement.

Buyer shall, by the end of the times specified in **paragraph 3M** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3P(1)**, then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3M(4-8), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the

contingency.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, cancels the right in writing to either (i) cancels or (ii) cancels. pursuant to paragraph 16C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller,

Seller may not cancel this Agreement pursuant to paragraph 16C(1).

SELLER RIGHT TO CANCEL

(1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s):
(i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8H; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 15E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 40; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 30; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been

removed or waived in writing. **BUYER RIGHT TO CANCEL**

(1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.

BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any

item specified in paragraph 3P(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of

any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing

NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 16, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

EFFECT OF REMOVAL OF CONTINGENCIES:

(1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing

REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.



ABSPA REVISED 12/3	22 (PAGE 10 OF 19
--------------------	-------------------

Property Address: Date:

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
17. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property accompanied by Seller within the time specified in paragraph 3K, NOT AS A CONTINGENCY OF THE SALE, but solely for the purpose of preparing a list of corrective work, if any, which may be necessary. Seller shall provide Buyer with notice at least 3 Days prior to the date on which the Property is to be inspected and shall have the right to accompany Buyer on such inspection. Buyer's failure to make the final inspection on the agreed date, the existence of minor defects in the welling, or any corrective work agreed to be performed by Seller pursuant to this paragraph shall not cause a delay in the Close Of Escrow or entitle Buyer to withhold any portion of the purchase price. Seller shall, prior to or after the Close Of Escrow, proceed diligently to complete all corrective work agreed to and acknowledged by Buyer and Seller in writing in a reasonably prompt manner in accordance with Seller's Warranty.
18. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT

and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month. Any exceptions shall be specified in paragraph 3V.

19. BROKERS AND AGENTS:

- A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

 B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or off site unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. REFERRAL LICENSEE COMPENSATION: (If checked in paragraph 2E), Seller or Buyer, agree that Referral Licensee shall be compensated the amount specified in paragraph 2E. Note to Referral Licensee: Agency relationships can be established by conduct notwithstanding the classification as a referral licensee in the Agreement.

20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3P(2), 3R, 3V, 5A(1-2) 5D, 5E, 10, 12C, 12F(2), 15 (except 15D), 16H, 18, 19A, 20, 24, 27, 29, 30, 43, 44, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 19A or paragraph C of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.



- B. IF PROPERTY IS SUBJECT TO A PUBLIC REPORT OR EXEMPT FROM A PUBLIC REPORT PURSUANT TO BUSINESS AND PROFESSIONS CODE § 11010.4, THE FOLLOWING ADDITIONAL ESCROW INSTRUCTIONS APPLY:
 - (1) BLANKET ENCUMBRANCE: For the benefit of Buyer, the escrow shall not close, funds shall not be released from escrow, and title shall not be conveyed to Buyer, until all of the following conditions have been met: (i) Seller has complied with the purchase money handling requirements of B&P Code §§ 11013, 11013.1, 11013.2, or 11013.4, as applicable; and (ii) Buyer has been provided a policy of title insurance showing that the Property is free and clear of any blanket encumbrances as defined in § 11013. For purposes of compliance with § 11013.2(a), a release from a blanket encumbrance resulting from a deed of trust or mortgage shall require satisfaction with either of the following: (a) an instrument has been duly recorded unconditionally reconveying and releasing the Property from the lien or charge of such deed of trust; or (b) Buyer is notified that an agreement or demand constituting a release agreement as defined in DRE Regulation 2791.1(b)(2)(A) has been duly deposited with Escrow Holder and is available to Buyer on request for each deed of trust, and Buyer will be provided with a policy of title insurance insuring Buyer against loss by reason of such deed of trust.
 - policy of title insurance insuring Buyer against loss by reason of such deed of trust.

 (2) COMMON INTEREST SUBDIVISION: The Property is in a common interest subdivision and the attached Condominium Conversion And Existing Subdivision Supplemental Escrow Instructions (C.A.R. Form CEEI) are made a part of this Agreement. Note to Seller: For property subject to a public report, you must use the Condominium Conversion and Existing Subdivision Supplemental Escrow Instructions provided with this ABSPA or for any other supplemental escrow instructions you intend to use you must submit them to, and have them be accepted by, the DRE.
 - (3) If escrow does not close within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the closing date in writing, and the failure to close escrow is not due to the default of Buyer, escrow is to be cancelled and all funds in escrow immediately returned to Buyer upon Buyer's request.
 (4) Subject to the requirements of Civil Code §§ 1675(c) or (d), 1676, 1677, and 1678, if funds deposited in escrow by Buyer
 - (4) Subject to the requirements of Civil Code §§ 1675(c) or (d), 1676, 1677, and 1678, if funds deposited in escrow by Buyer have been disbursed on Seller's instructions as permitted by DRE Regulation 2791, the funds expended by Seller shall be reimbursed to escrow within 15 Days after Seller's failure to perform within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the closing date in writing, and those funds shall be immediately returned to Buyer from escrow.
 - (5) Escrow shall not close until Escrow Holder has received written notice from a title insurance company that each and every encumbrance, including without limitation, any mortgage or deed of trust, filed of record prior to the time of recording of the Declaration of Covenants, Conditions, and Restrictions.

 Declaration of Covenants, Conditions, and Restrictions.
 - (6) For properties that have been either completed or occupied more than 3 years prior to a public report application being filed with the DRE, the Seller disclosure shall be on the form specified in DRE Regulation 2790.9.Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general
- C. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3P(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 12, or elsewhere in this Agreement.
- D. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 12C.
- E. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 19A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 19A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- **F.** Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- G. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- H. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
- 21. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 22. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

4	_	. ~
7	=	
	UAL HO	
O D	DODT	IIMITV

23. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as

- provided in paragraph 41A.

 24. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3L**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- SEVERABILITY: If any term, condition, or provision of this Agreement is declared illegal or invalid for any reason by a court of competent
- jurisdiction, or arbitrator, the remaining terms, conditions, and provisions shall, nevertheless, remain in full force and effect.

 26. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

 27. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital
 - letters throughout this Agreement, and have the following meaning whenever used: **A.** "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all
 - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the

 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

 "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

 - "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.

 "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - "DRE" means the Department of Real Estate.

 "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 43 or paragraph 44.

1		≘`	ì
			ı
EQ	UAL H	IOUSI	NG

Pro	pperty Address: Date: Date:
	 P. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each. Q. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
	R. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
28.	TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual
	Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated
	by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until
	agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to
	notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge
	receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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.
	By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its
	entirety.
29.	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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws
	of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or
	changed, except in writing Signed by Buyer and Seller.
30.	LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 43 or
	44 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 and Escrow Holder, within the time specified in paragraph 3P(4), 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).
31.	DOCUMENTATION TO SUBSEQUENT PURCHASERS: Buyer is instructed to give any subsequent purchasers all documents
22	related to the sale and purchase that Buyer receives from Seller. MAINTENANCE RECOMMENDATIONS: Provided with the Agreement are Copies of all builder maintenance and preventative
32.	maintenance recommendations.
33.	MANUFACTURED PRODUCTS MAINTENANCE AND LIMITED WARRANTIES: Provided with the Agreement are Copies of all
	manufactured products maintenance, preventative maintenance, and limited warranty information.
34.	SELLER'S WARRANTY:
	 As specified in paragraph 3U, Seller shall provide the following warranty: (1) STANDARD WARRANTY: Seller warrants the Property against defective materials and workmanship (i) for sales subject
	to Civil Code §§ 895-945.5, for a minimum period of time established by those code sections, or (ii) for Sales not subject
	to Civil Code §§ 895-945.5, for a period of 1 year from the date of possession. In either (i) or (ii), Seller's Warranty only
	applies if Seller receives notice of such defect(s) within the warranty period. Items or defects that were inspected and
	approved under paragraph 16 or thereafter, minor settling cracks, damage caused by Buyer or movers, or damage due to
	alterations or additions made other than by Seller, are excluded from Seller's Warranty. For defects that are covered by the
	Seller's Standard Warranty, Seller will, within a reasonable time, at Seller's option repair or replace any covered defect in the Property.
	(2) LIMITED WARRANTY: At Close Of Escrow, Seller shall provide Buyer with a Limited Warranty against defective materials
	and workmanship, which will be evidenced by the documents delivered with this agreement. Note to Seller: For any
	Limited Warranty you intend to attach to this Agreement, you must submit them to, and have them be accepted
	by, the DRE. A Copy of such warranty shall be provided to Buyer within the time specified in paragraph 3P(1).
	B. Seller shall not be liable for, or have any obligation to provide, warranty services with respect to any defect expressly accepted by Buyer at Close Of Escrow.
	C. THE SELLER'S STANDARD OR LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS
	OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS, AND IN LIEU OF ANY STRICT
	LIABILITY OF SELLER IN TORT, TO THE EXTENT SUCH LIABILITY MAY BE DISCLAIMED UNDER CALIFORNIA LAW. THE
	SELLER'S WARRANTY ALSO EXCLUDES LIABILITY FOR CONSEQUENTIAL DAMAGES TO THE EXTENT THAT SUCH
	LIABILITY MAY BE DISCLAIMED UNDER CALIFORNIA LAW.
	D. WHETHER OR NOT SELLER WARRANTS ANY ASPECT OF THE PROPERTY, SELLER IS OBLIGATED TO DISCLOSE KNOWN MATERIAL FACTS, AND TO MAKE OTHER DISCLOSURES REQUIRED BY LAW.
	E. Buyer and Seller understand and acknowledge that Brokers or Referral Licensee shall not be liable for any breach of this
	paragraph.
35.	BUILDER LIMITED CONTRACTUAL WARRANTIES: Provided with this Agreements are Copies of all builder limited contractual
	warranties not specified in paragraph 34 of this Agreement or elsewhere in writing. Note to Seller: For any Limited Warranty you
	intend to attach to this Agreement, you must submit them to, and have them be accepted by, the DRE.



Property Address:	Date:
36. PROCEDURES FOR ACTIONS ON CONSTRUCTION DEFECTS AND ESCROW II sale is governed by Civil Code §§ 895-945.5 and all of the terms of paragraph 36 ap agreeing that this sale is NOT governed by Civil Code §§ 895-945.5 and paragraphs 3	NSTRUCTION: Unless specified below, this ply. By initialing here, Buyer and Seller are 6A-E do not apply.
Buyer's Initials/	Seller's Initials/
WARNING: DO NOT INITIAL HERE UNLESS BOTH PARTIES INTEND TO OPT	OUT OF CIVIL CODE §§ 895-945.5
 A. "Notice: California law establishes procedures that must be followed prior to the construction defect. These procedures impact the legal rights of a homeowner. Part 2 of Division 2 of the California Civil Code commenting with § 895." B. Escrow Holder Instruction: By signing this document, the Parties are instruction language specified in quotes in paragraph 36A above. C. If not previously provided to Buyer, or separately provided as an adder 	These procedures may be found in Title 7 of ng Escrow Holder to insert in the deed the
Agreement is a Copy of California Civil Code §§ 895-945.5 (C.A.R. Document a copy in the EPubs library in zipForm®.) D. By initialing here, Buyer and Seller acknowledge that each has received and read the Code §§ 895-945.5 provided.	SB 800). (NOTE: REALTORS® may obtain
Buyer's Initials/	Seller's Initials/
E. AGENT FOR NOTICE: Claims and requests for information relating to construction 4 of Title 7 of Part 2 of Division 2 of the California Civil Code commencing with § 91 following address:	0 may be made to the following person at the
By initialing here, Buyer and Seller acknowledge that each has read and understan	
Buyer's Initials/_	Seller's Initials/
37. NON-ADVERSARIAL PROCEDURE OF CALIFORNIA CIVIL CODE: Seller elects to forth in California Civil Code § 914 for construction defect claims, unless initialed in this and Buyer and Seller agree to be bound by the alternative procedure, set forth in the att addenda you intend to attach to this Agreement, you must submit them to, and I	s paragraph. If initialed here, Seller opts out ached Addendum. Note to Seller: For any
Buyer's Initials/	Seller's Initials/
WARNING: DO NOT INITIAL HERE UNLESS BOTH PARTIES INTEND TO OPT OUT	OF NON-ADVERSARIAL PROCEDURES
 38. PURCHASE MONEY DISTRIBUTIONS TO THIRD PARTIES: Pursuant to DRE Regulat may be made against Buyer's deposits to Seller. These charges under Regulation 2791 are set forth in paragraph 3T. 39. RETENTION OF BUYER DEPOSITS IN THE EVENT OF BUYER DEFAULT: In the ever consummation of this Agreement, Seller shall immediately, upon alleging Buyer's default of Buyer's deposits so used. 	(b), and the Seller estimates of such charges, ent Seller has used Buver's deposits pending

Property Address: Date:

 $40\cdot$ LIQUIDATED DAMAGES: IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BY REASON OF DEFAULT OF BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE, **AND SELLER AGREE THAT:**

- THE SUMS PAID ON DEPOSIT PURSUANT TO PARAGRAPHS 3D AND 7A HEREOF PLUS ANY AMOUNTS PAID FOR ADDITIONAL ITEMS, EXTRAS AND/OR CUSTOMER SELECTED MATERIALS ORDERED BY BUYER ("PURCHASE MONEY DEPOSIT") SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IS BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER.
- THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTED THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF THE DEFAULT OF BUYER.
- LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S DEPOSIT TOWARD PURCHASE OF THE PROPERTY ACCORDING TO THE FOLLOWING PROCEDURES:
 - (1) SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR SÉRVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER THAT BUYER IS IN DEFAULT UNDER THE CONTRACT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN 20 DAYS, BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES ("BUYER'S OBJECTION").

 (2) BUYER HAS A PERIOD OF 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND
 - IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.
 - (3) IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (i) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (ii) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.
 - (4) IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES, AND EVERY OTHER CAUSE OF ACTION THAT HAS ARISEN BETWEEN BUYER AND SELLER UNDER THIS AGREEMENT, SHALL BE DECIDED IN ACCORDANCE WITH PARAGRAPHS 41 AND 42 OF THIS AGREEMENT.
 - (5) IF THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES IS REFERRED TO ARBITRATION, ANY FEE TO INITIATE ARBITRATION SHALL BE PAID BY SELLER, BUT THE COST OF ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR.

SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM BY BUYER ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH, AND PURSUANT TO, THE PROVISIONS OF THIS PARAGRAPH.

REMITTANCE OF THE AFORESAID LIQUIDATED DAMAGES TO SELLER SHALL PRECLUDE ANY RIGHT OF ACTION SELLER MAY HAVE TO CONTEST THE REASONABLENESS OF THE AMOUNT ACTUALLY PAID AS LIQUIDATED DAMAGES OR THE VALIDITY OF THIS LIQUIDATED DAMAGES PROVISION.

NOTE 1: CIVIL CODE § 1675(D) IS APPLICABLE TO THIS PROVISION, § 1675(D) PROVIDES "IF THE AMOUNT ACTUALLY PĂID PURSUANT TO THE LIQUIDATED DAMAGES PROVISION ÉXCEEDS 3 PERCENT OF THE PURCHASE PRICE, THE PROVISION IS INVALID UNLESS THE PARTY SEEKING TO UPHOLD THE PROVISION ESTABLISHES THAT THE AMOUNT ACTUALLY PAID IS REASONABLE AS LIQUIDATED DAMAGES.

NOTE 2: IF THE PROPERTY IS AN ATTACHED RESIDENTIAL CONDOMINIUM LOCATED WITHIN A STRUCTURE OF 10 OR MORE RESIDENTIAL CONDOMINIUM UNITS AND PARTIES HAVE AGREED TO LIQUIDATED DAMAGES IN THIS ADDENDUM, SELLER'S RETENTION OF ANY AMOUNT IS EXCESS OF 3 PERCENT OF THE PURCHASE PRICE SHALL BE SUBJECT TO CALIFORNIA CIVIL CODE § 1675(F).

41. MEDIATION:

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MÉDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALÉD.

The fees necessary to initiate the mediation shall be advanced by Seller, with the costs of the mediation to be borne as determined by the parties. If the parties cannot resolve their dispute through mediation and they proceed to arbitration or court, then the costs of mediation shall be borne as determined by the arbitrator of judge.

Seller's Initials



ABSPA REVISED 1	2/22 (PAGE 16 C)F 19)
-----------------	-----------------	--------

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 42B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 42C; and (iii) Agent's rights and obligations are further specified in paragraph 42D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

42. ARBITRATION OF DISPUTES:

- A. THE PARTIES AGREE THAT ANY CONTROVERSY BETWEEN THEM REGARDING LIQUIDATED DAMAGES, TERMINATION OF THIS AGREEMENT BEFORE CLOSE OF ESCROW, BUYER'S INTEREST IN THE PROPERTY OF OTHER ISSUES WHICH ARISE BEFORE CLOSE OF ESCROW, INCLUDING CONTROVERSY CREATED BY CONFLICTING NOTICES BY BUYER AND SELLER, AND THE DISPOSITION OF FUNDS HELD BY ESCROW HOLDER SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED THAT THOSE RULES ARE CONSISTENT WITH THE FOLLOWING REQUIREMENTS:
 - (1) THE FEES NECESSARY TO INITIATE THE ARBITRATION SHALL BE ADVANCED BY SELLER, WITH COSTS AND FEES (INCLUDING ONGOING COSTS AND FEES) TO BE PAID AS AGREED BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON THE PAYMENT OF SUCH COSTS AND FEES, ALL COSTS AND FEES OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATION.
 - (2) THE ARBITRATION SHALL BE ADMINISTERED BY A NEUTRAL AND IMPARTIAL PERSON(S).
 - (3) A NEUTRAL AND IMPARTIAL INDIVIDUAL(S) SHALL BE APPOINTED TO SERVE AS ARBITRATOR(S) WITHIN THE SPECIFIED PERIOD OF TIME, WHICH SHALL IN NO EVENT BE MORE THAN 60 DAYS FROM THE ADMINISTRATOR'S RECEIPT OF A WRITTEN REQUEST FROM A PARTY TO ARBITRATE THE CLAIM OR DISPUTE. THE PROVISIONS OF SECTION 1297.121, OR 1297.124 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.
 - (4) THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED UNLESS THE BUYER AND SELLER AGREE TO SOME OTHER LOCATION.
 - (5) THE ARBITRATION SHALL BE COMMENCED PROMPTLY AND TIMELY IN ACCORDANCE WITH THE RULES OF ARBITRATION. IF THE RULES OF ARBITRATION DO NOT SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN IT SHALL COMMENCE ON A DATE AGREED TO BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON AN ARBITRATION COMMENCEMENT DATE, IT SHALL COMMENCE ON THE DATE DETERMINED BY THE ARBITRATOR(S).
 - (6) THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH RULES AND PROCEDURES WHICH ARE REASONABLE AND FAIR TO BUYER AND SELLER. THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL RULES OF ARBITRATION IN EFFECT AS OF THE DATE OF THIS AGREEMENT SHALL BE DEEMED IN COMPLIANCE WITH THIS REQUIREMENT.
 - (7) THE ARBITRATION SHALL CONCLUDE PROMPTLY AND TIMELY.
 - (8) THE ARBITRATOR(S) ARE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION
 - (9) JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED INTO ANY COURT HAVING PROPER JURISDICTION.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) 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; and (iii) an unlawful detainer action.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS; REFERRAL LICENSEE: Neither Agents nor Referral Licensee shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agent(s) or Referral Licensee participating in mediation or arbitration shall not be deemed a party to this Agreement.
- participating in mediation or arbitration shall not be deemed a party to this Agreement.

 E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPL	TES ARISING (OUT OF
THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUT	RAL ARBITRAT	ION."

_		
	UAL HO	
UE	PORTI	INITY

Buyer's Initials ____/___

Seller's Initials

__/__

43.	A.	YER'S OFFER EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer of Buyer's Authorized Agent. Seller has no obligation to respond to an offer made. □ ENTITY BUYERS: (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) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity See paragraph 30 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:					
	C.	The ABSPA has 19 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that					
	make up the Agreement. D. BUYER SIGNATURE(S):						
	(Sig	inature) By,					
	` `	nature) By,					
		☐ Printed Name of Legally Authorized Signer: Title, if applicable,					
	(Sig	nature) By,Date:					
		nature) By,					
		F MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).					
44.	_	ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below Seller shall return and include the entire agreement with any response. Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO)					
	ь	Note to Seller: For any counter offer or back-up addendum you intend to use with this Agreement, you must submit them to, and have them be accepted by, the DRE.					
	В.	 Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R Form RCSD) is not required for the Legally Authorized Signers designated below.) (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity See paragraph 30 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: 					
	C.	The ABSPA has 19 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.					
	D.	SELLER SIGNATURE(S):					
	(Sig	pnature) By,					
		Printed name of SELLER:					
	.	Printed Name of Legally Authorized Signer:Title, if applicable,					
	(Sig	gnature) By,					
		Printed name of SELLER: Printed Name of Legally Authorized Signer:Title, if applicable,					
		F MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).					
OF	FER	NOT ACCEPTED:No Counter Offer is being made. This offer was not accepted by Seller(date)					



REAL ESTATE BROKERS SECTION:									
2. 3.	 Real Estate Agents are not parties to the Agreement between Buyer and Seller. Agency relationships are confirmed as stated in paragraph 2. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller. 								
5.	5. Agents' Signatures and designated electronic delivery address:								
	Α.	. Buyer's Brokerage Firm		Lic. #					
		Ву		Lic.#	Date				
		Ву		Lic.#	Date				
		Address							
		Email_		Pho	one #				
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached ☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.									
	Designated Electronic Delivery Address(es) (check all that apply): □ Email above □ Text to Phone # above □ Alternate:								
	В.	Seller's Brokerage Firm							
	٥.								
		By		Lic #	Date				
		Address			Bato				
					one #				
		☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached. ☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.							
		Designated Electronic Delivery Address(es) (To I	be filled out	by Seller's Agei	nt) (check all that app	(v):			
		☐ Email above ☐ Text to Phone # above ☐ Altern							
ESCROW HOLDER ACKNOWLEDGMENT: Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, □ a deposit in the amount of \$), Counter Offer numbers and, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.									
E	scro	w Holder is advised by	that	the date of Accep	otance of the Agreemen	t is			
E	scro	w Holder			_ Escrow #				
В	y				Date				
Α	ddre	ss							
Phone/Fax/E-mail									
Escrow Holder has the following license number # Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.									
PRESENTATION OF OFFER: / Seller's Brokerage Firm presented this offer to Seller on (date).									

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

ABSPA REVISED 12/22 (PAGE 19 OF 19)

Property Address:



Date:

Buyer's Initials ___

__ Seller's Initials _



CONDOMINIUM CONVERSION SUBDIVISION PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

Use only when a residence is part of a Condominium Conversion Project (C.A.R. Form CCSPA, Revised 12/22)

Date Pr	epared:			
1. OF	FER:			
		OFFER FROM		("Buyer").
В.	THE PROPE	ERTY to be acquired is	(County), Ca	, situated
			(County), Ca	
	Assessor's F	Parcel No(s).	o different from city jurisdiction. Puwer is	("Property").
D. E. 2. AG A. B.	THE TERMS CLOSE OF Closing Date liquidated da Buyer and S iENCY: DISCLOSUF Form AD) if Signed by B; CONFIRMA Seller's Bro Is the broker Seller's Ager Is (check one Buyer's Ager Is (check one More than	(Postal/Mailing address may be SOF THE PURCHASE ARE SPECIFIES CROW shall occur as specified ite., Seller shall, within 15 Days after amages paid to Seller pursuant to paralleller are referred to herein as the "Paraller are referred to herein as	arties." Brokers and Agents are not Parties to receipt of a "Disclosure Regarding Real Estate. Buyer's Agent is not legally required to colligated to give to Buyer's Agent the AD form Soships are hereby confirmed for this transaction Lice of the Buyer and Seller (Dual Agent) Lice of the Buyer associate); or both the Buyer's a Lice of the Buyer and Seller (Dual Agent).	s advised to investigate.) PAGES. s unable to close on or before the sits refunded to Buyer (except for this Agreement. ate Agency Relationships" (C.A.R. give to Seller's Agent the AD form bigned by Seller. n. ense Number
3. TE	☐ (If checker only and shat hat Referral Buyer furthe oral agreementations if checking Relationshires)	r acknowledges and agrees that any ent or by implication, is terminated for not a part to this Agreement betwee this paragraph. If you become ps at that time (C.A.R. Form AC). RCHASE AND ALLOCATION OF ((print l or% of the Purchase Price buyer to the Property and does not represent or agency relationship with Referral Licensee, we for this Property as of the date of Buyer's signates are Buyer and Seller. Note to Referral License an Agent in the transaction add a Confi	whether existing under a written or ature on this Agreement. Referral ensee: Do not confirm agency rmation of Real Estate Agency ntractual terms of the Agreement.
	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
Α	5, 5B (cash)	Purchase Price	\$	☐ All Cash
В	1D, 5A(3)	Close Of Escrow (COE)	Days after Acceptance OR on (date) (mm/dd/yyyyy)	
С	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or	
D(1)	5A(1)	Initial Deposit Amount	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Delivered to Escrow (or ☐ Seller) within 3 (or) business days after Acceptance by wire transfer OR ☐ Personal Check OR ☐
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR OR (date)
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$(% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain rate above	Conventional or, if checked, ☐ FHA ☐ VA (CAR Forms FVAC, HID attached) ☐ Seller Financing

CCSPA REVISED 12/22 (PAGE 1 OF 18)

EQUAL HOUSIN

☐ Other:

uyer's Initials _____/____ Seller's Initials ____

_) Days after Acceptance

lender required repairs

If FHA or VA checked, Deliver list of

17 (or _

Property Address:___ _Date:_

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
E(2)	5C(2)	Additional Financed Amount	\$ (% of purchase price)	Conventional or, if checked,
		Interest Rate Points	not to exceed% Buyer to pay up to points to obtain rate above	☐ Seller Financing ☐ Other:
E(3)	7A	Occupancy Type	Primary, or if checked, ☐ Secondary ☐ Investmer	nt
F	5D	Balance of Down Payment	\$	
		PURCHASE PRICE TOTAL	\$	
G(1)	5E	Seller Credit, if any, to Buyer	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:
G(2)	ADDITIONAL	FINANCE TERMS:		
G(3)	21	Form SPBB attached). Seller's Broker's	n of Buyer to compensate Buyer's Broker under s offer, if any, to compensate Buyer's Broker is unat	r a separate agreement (C.A.R. ffected unless Otherwise Agreed
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or □ 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I			Intentionally Left Blank	
J	11	Public Report Status	☐ Final Public Report ☐ Conditional Public Report ☐ Amended/Renewed Public Report	If Conditional Public Report is checked: Final Public Report shall be issued within □ 6 months or □ 30 months of the date of issuance of the Conditional Public Report.
K	17	Final Verification of Condition	5 (or) Days prior to COE	
L	24	Assignment Request	17 (or) Days after Acceptance	
M	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
M(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
M(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or □\$	17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
M(3)	8C, 14	Investigation of Property	17 (or) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for ir NOT create additional cancellation right	17 (or) Days after Acceptance informational purposes is NOT a contingency, does is, and applies even if contingencies are removed.	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in M(1)-M(7) may
M(4)	8D, 16A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	be removed or waived by checking the applicable box above or attaching a Contingency Removal
M(5)	8E, 11	Review of Public Report	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	(C.A.R. Form CR) and checking the applicable box therein. Removal
M(6)	8F, 15A	Preliminary ("Title") Report	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	or Waiver at time of offer is against Agent advice. See paragraph 8H.
M(7)	8G, 12F	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	☐ CR attached
M(8)	8H, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	
N		Possession	Time for Performance	
N(1)		Delivery of Possession	Upon notice of recordation	
			On COF date	



Property Address: Date: **Paragraph Title or Contract Terms and Conditions Additional Terms** Paragraph ☐ Tenant Occupied Property Addendum N(2) Occupied units by tenants or Seller shall disclose to Buyer If ocanyone other than Seller (C.A.R. Form TOPA) attached cupied by tenants or persons other than Seller, and attach TOPA in a counter offer if not part of Buyer's 0 **Intentionally Left Blank** Р **Documents/Fees/Compliance Time for Performance** P(1) 16A Seller Delivery of Documents 7 (or) Days after Acceptance 20C P(2) Sign and return Escrow Holder 5 (or Days after Delivery General Provisions, Supplemental Instructions Time to pay fees for ordering HOA P(3) 12F(2) 3 (or) Days after Acceptance Documents P(4) 30 Evidence of representative authority 3 Days after Acceptance Q Items Included and Excluded Q(1) 9 Items Included - All items specified in Paragraph 9B are included and the following, if checked: \square Above-ground pool(s) / \square spa(s); ☐ Stove(s), oven(s), stove/oven □ Video doorbell(s); combo(s); ☐ Security camera equipment; ☑ Bathroom mirrors, unless □ Refrigerator(s); ☐ Security system(s)/alarm(s), other than excluded below: ☐ Wine Refrigerator(s); separate video doorbell and camera ☐ Electric car charging systems ☐ Washer(s); equipment; and stations; ☐ Potted trees/shrubs; ☐ Smart home control devices; \square Dryer(s); ☐ Dishwasher(s); ☐ Wall mounted brackets for video or audio ☐ Microwave(s); equipment; Additional Items Included: **Excluded Items:** Q(2) П П **Allocation of Costs** R Who Pays (if Both is checked, cost to be **Additional Terms Paragraph Item Description** split equally unless Otherwise Agreed) R(1) ☐ Buyer ☐ Seller ☐ Both □ Environmental 12B Natural Hazard Zone Disclosure □ Other Report, including tax information ☐ Provided by: R(2) 20C **Escrow Fees** ☐ Buyer ☐ Seller ☐ Both Escrow Holder: □ Each to pay their own fees ☐ Buyer ☐ Seller ☐ Both R(3) 15G Owner's title insurance policy Title Company (If different from Escrow Holder): R(4) Buyer's Lender title insurance policy Buyer Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. ☐ Buyer ☐ Seller ☐ Both R(5) County transfer tax, fees R(6) City transfer tax, fees ☐ Buyer ☐ Seller ☐ Both R(7) 12F(2) HOA fee for preparing disclosures Seller HOA certification fee R(8) Buyer R(9) HOA transfer fees ☐ Buyer ☐ Seller ☐ Both Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. R(10) Private transfer fees Seller, or if checked, ☐ Buyer ☐ Both R(11) fees or costs ☐ Buyer ☐ Seller ☐ Both R(12) fees or costs ☐ Buyer ☐ Seller ☐ Both R(13) ☐ Buyer ☐ Seller ☐ Both Report

1	/	\	1
EQ	UAL F	10US	ING
ΛP	DUB.	THM	ITV

R(14)

Report

☐ Buyer ☐ Seller ☐ Both

Proper	ty Add	dress:				Date:
R(15)	10		Home warranty plan:	☐ Buyer ☐ Sel	ller □ Boths home warranty plan	Cost not to exceed \$
		4		⊔ Buyer waive	s nome warranty plan	Issued by:
S	7B,	12A	Disclosure of Defects and Malfunction	ons of Major Sy	stems under Civil Code § 113	
	,					
Т	34, 3	35	SELLER ESTIMATES FOR THIRD PA	RTY CHARGES	<u>:</u>	
			Credit Reports P Appraisals L	'reliminary Title I .oan Processina	Reports	scrow Services
U	OTH	IFR TERM	IS: Other terms and conditions are void to			
	this	Agreemen	t. Note to Seller: For any addenda for	m(s) you inten	d to attach to this Agreement,	you must submit them to, and have
	then	n accepte	ed by, the DRE.			
4. PF	OPE	RTY ADV	ISORIES AND DISCLOSURES: (ch	neck all that ap	oply)	
A.	BU	ER AND	SELLER ADVISORIES: (Note: All	Advisories k	pelow are provided for refe	rence purposes only and are not
	₽B	uyer's Inv	be incorporated into this Agreem vestigation Advisory (C.A.R. Form BI	A)	☑ Fair Housing and Discriming	nation Advisory (C.A.R. Form FHDA)
	V	/iŕe Fraud	d Advisory (C.A.R. Form WFA)	,	☑ Cal. Consumer Privacy Ac	et Advisory (C.A.R. Form CCPA)
	\square N	/ildfire Di	saster Advisory (C.A.R. Form WFDA	N)	Statewide Buver and Selle	rivacy disclosure from their own Agent.) er Advisory (C.A.R. Form SBSA)
		rust Advi:	sory (C.A.R. Form TA)		☐ Short Sale Information and	d Advisory (C.A.R. Form SSIA)
		ther:	sory (C.A.R. Form REO)		□ Probate Advisory (C.A.R.□ Other	Form PA)
В.	A	AOUED	DISCLOSURES:			
	(1)	If checke	DISCLOSURES: ed, Buyer acknowledges receipt of the Public Report I Plan/Property Description ed Debt e of Special Tax e Detector	ne following dis	sclosures: al Public Report	☐ Amended/Renewed Public Report
		□ Mode	I Plan/Property Description	☐ Zone Repo	ort [☐ Site Report
		☐ Bond	ed Debt e of Special Tax	☐ Property D	Disclosure Statement [☐ Seller's Limited Warranty ☐ Utility Disclosures
					ater [☐ Transportation Corridors
			2790.9 (for properties for completed Converted Condominium	or occupied m □ Industrial	ore than 3 years prior to a pu Commercial, Airport Zone [blic report)
	(2)	-	ONAL DISCLOSURES: Seller shall p		•	
	. ,			-		
		DNAL TE	RMS AFFECTING PURCHASE PI	RICE: Buyer r	epresents that funds will be	good when deposited with Escrow
	lder. DE F	POSIT:				
	(1)	INITIAL	DEPOSIT: Buyer shall deliver deposite the same and are hand are	sit directly to th	e party selected in paragrap	h 3D(1). If being delivered to Seller,
		DRE Re	ust have obtained a bond or bonds r gulation 2791.2. If Seller has not obt	ained such bo	nd(s), then deposit shall be d	elivered directly to Escrow. Note to
		Seller: I	f the purchase agreement is sign	ed under the	authority of a conditional	Public Report, all funds must be
	(2)	INCRE#	ded and held in a neutral escrow SED DEPOSIT: Increased deposit (paragraph 31	O(2)) to be delivered to Escro	w Holder in the same manner as the
	()	Initial De	eposit. If the Parties agree to liquida	ated damages	in this Agreement, they also	agree to incorporate the increased
		increase	into the liquidated damages amount ed deposit is delivered to Escrow Hol	by signing a n der.	ew liquidated damages claus	se (C.A.R. Form DID) at the time the
	(3)	RETUR	N OF DEPOSIT FOR SELLER FAILI	URE TO CLOS		
			thin 15 Days after the Closing Date, o those specified in paragraphs 34 a			
		to parag	graph 43, if applicable).	,		
	(4)		ΓΙΟΝ OF DEPOSIT: Paragraph 36, es a remedy for Buyer's default.			
		estate a	ittorney: (i) Before adding any oth	er clause spe	ecifying a remedy (such as	release or forfeiture of deposit or
			a deposit non-refundable) for fail unless the clause independently			
		Civil Co	de; and (ii) Regarding possible lia	ability and re	medies if Buyer fails to del	iver the deposit.
В.			DFFER: If an all cash offer is specified agent on Buyer obtaining a loan. Buyer			
	of fu	ınds suffi	cient for the purchase price and clos		the time specified in paragra	priori(1), Deliver writteri verification
C.		N(S):	OAN: This loan will provide for con-	ventional finan	oing IINI ECC EUA VA Sall	or Financing (C.A.B. Form SEA) or
	(1)		checked in paragraph 3E(1).	verilional illian	icing UNLESS FHA, VA, Seii	er Financing (C.A.A. Form SFA), or
	(2)	ADDITIO	ONAL FINANCED AMOUNT: If an			
	(3)		for conventional financing UNLESS S S LOAN STATUS: Buyer authorizes			
	(-)	the statu	ıs of any Buyer's loan specified in pa	ragraph 3E, o	or any alternate loan Buyer pu	rsues, whether or not a contingency
			greement. If the contact information f er shall Deliver the updated contact i			
	(4)	FHA/VA	: If FHA or VA is checked in part	ragraph 3E(1), a FHA/VA amendatory cla	ause (C.A.R. Form FVAC) shall be
			ated and Signed by all Parties. Buy C.A.R. Form RR or AEA) (i) of any le			
		(ii) that	there are no lender requirements. N	otwithstanding	Seller's agreement that Buy	er may obtain FHA or VA financing,
			as no obligation to pay or satisfy any			

CCSPA REVISED 12/22 (PAGE 4 OF 18)

Buyer's Initials _____/___ Seller's Initials _____

Property Address:	Date:
D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash	funds) to be deposited with Escrow Holder
pursuant to Escrow Holder instructions.	
E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing	ng or other costs that is agreed to by the Parties
("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at (Close Of Escrow. If the total credit allowed by
Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, the	n (i) the Contractual Credit from Seller shall be
reduced to the Lender Allowable Credit, and (ii) in the absence of a separate writ	ten agreement between the Parties, there shall
be no automatic adjustment to the purchase price to make up for the difference be	between the Contractual Credit and the Lender
Allowable Credit.	

ADDITIONAL FINANCING TERMS:

VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a

letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation of the type of the propagate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

CLOSING AND POSSESSION:

- OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence as indicated in paragraph 3E(3) and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of
- CONDITION OF PROPERTY ON CLOSING; AND STATEMENT OF DEFECTS PER DRE REGULATIONS 2790.8 AND 2790.9; EXISTING SUBDIVISION INTEREST DISCLOSURE (For properties that have been either completed or occupied more than 3 years prior to a public report application being filed with the DRE, the Seller disclosure shall be on the form specified in DRE Regulation 2790.9):
 - (1) **Condition:** Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Engrey and the time pages significant at the same shall be removed by Close Of Engrey and the time pages significant at the same shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - Renovations: All renovations affecting this unit disclosed to DRE pursuant to DRE form RE 639 shall be completed prior to Close Of Escrow.
 - Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or had all required permits issued and/or finaltyle.
- At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3Q or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

 CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3M(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the
- Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3M(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.



Property	/ Address:	Date	:

B. APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3M(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3M(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon
- NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3M(2), then Buyer may not use the loan contingency specified in paragraph 3M(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3M(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA). INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3M(3), contingent upon Buyer's acceptance
- of the condition of, and any other matter affecting, the Property.

 REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3M(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 16A.

 REVIEW OF PUBLIC REPORT: This Agreement is, as specified in paragraph 3M(5), contingent upon Buyer's review and approval of the Public Report specified in paragraph 3J and signing DRE form RE 614E, "Receipt for Public Report."

TİTLE:

- (1) This Agreement is, as specified in **paragraph 3M(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 15G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

 (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the
- transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary
- CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3M(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 12F("CI Disclosures").
- BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3M(8), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3M(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

 REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual
- contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- REMOVAL OF CONTINGENCY OR CANCELLATION:
 - (1) For any contingency specified in paragraph 3M, 8, or elsewhere Buyer shall, within the applicable period specified,
 - remove the contingency or cancel this Agreement.

 For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3M or 5 Days after Delivery of Seller Documents, Preliminary
 - Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement. If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform C.A.R. Form NBP), shall have the right to cancel this Agreement.
- ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
 - NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3Q or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.
 - ITEMS INCLUDED IN SALE:
 - All EXISTING fixtures and fittings that are attached to the Property;
 - **EXISTING** electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3Q**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3Q, if currently existing at the time of Acceptance. Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3Q(2) or excluded by Seller in a counter offer.
 - Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3Q, all such items are included in the sale, whether hard wired or not.



Buyer's Initials	/	Seller's Initials

(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3Q(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any nondedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.

- LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3M(8), shall (i) disclose to Buyer if any item or system specified in paragraph 3Q or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any
- Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other
- items included in this Agreement, including, but not limited to, utilities or security systems.

 C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3Q(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3Q(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

 10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraph 3R(1) only determines who
- is to pay for the inspection, report, test, certificate or service mentioned; unless Otherwise Agreed, it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3R or 3U, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Buyer shall choose the coverages, regardless of any optional coverages indicated, of the home warranty plan and Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3R(15). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3P(1).
- 11. PUBLIC REPORT: The following information describes the current status of the public report process specified in paragraph 3J.
 - FINAL PUBLIC REPORT: A public report is required to be delivered to Buyer prior to the execution of this Agreement.

 CONDITIONAL PUBLIC REPORT: If the Property is subject to a Conditional Public Report under the B&P Code, escrow will not close, funds will not be released from the escrow, and any interest contracted for and the subject of the escrow will not be conveyed until a current Final Public Report is delivered to Buyer. Furthermore, the entire sum of money paid or advanced by Buyer shall be returned to Buyer under B&P Code § 11013.4(a) or 11013.2(a) if (i) the Final Public Report has not been issued within time specified in paragraph 3J. Buyer has the ability to cancel the Agreement if the Final Public Report has not been issued unless a conditional public report is renewed for another 6 months, or (ii) the Buyer is dissatisfied with the Final Public Report because of a change pursuant to B&P Code § 11012.

 AMENDED/RENEWED PUBLIC REPORT: An amended/renewed public report is required to be delivered to Buyer prior to execution of this Agreement.
 - execution of this Agreement.
- 12. DISCLOSURES:
 - **STATEMENT OF DEFECTS:**
 - As required by DRE Regulation 2790.8, Seller shall complete and provide an "Existing Subdivision Interest Disclosure Statement" form specified in DRE Regulation 2790.9 ("ESI Disclosure") to Buyer as soon as practicable before the transfer of
 - If any ESI Disclosure is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days after Delivery in person or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller's Agent.
 Seller is obligated to disclose information in the ESI Disclosure based on Seller's actual knowledge, after making a reasonable
 - effort to obtain such information, whether derived from Seller's own investigation and inspection of the Existing Subdivision
 - Interest or from written reports prepared by third parties retained by Seller to perform inspections.

 Seller shall amend any information in an ESI Disclosure after the ESI Disclosure is provided to Buyer, if the information in the ESI Disclosure is or becomes materially inaccurate and the Seller has actual knowledge of the inaccuracy. Seller is otherwise not required to amend the ESI Disclosure once it has been provided to Buyer. If the amended ESI Disclosure shows that the original ESI Disclosure was inaccurate or has become inaccurate in any material respect, Buyer shall have the right to cancel this Agreement within 3 Days after Delivery in person or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's Agent.
 - NATURAL HAZARD ZONES: Seller shall, within the time specified in paragraph 3P(1), disclose if Property is located in any of the following: Special Flood Hazard Areas; Potential Flooding (inundation) Areas, Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones; or any other federal, state, or local designated zone for which disclosure is required by Law.



uyer's In	itials _
-----------	----------

Propert	y Address:	Date:
C.	WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the with federal and California withholding Laws and forward such amounts to the Internal Reverse respectively. However, no federal withholding is required if, prior to Close Of Escrow, S Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuan OR (ii) to a qualified substitute (usually a title company or an independent escrow comp Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the quescrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the quecompleted Seller's affidavit and the Seller states that no federal withholding is required; satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withhold prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Sel	enue Service and Franchise Tax Board, seller Delivers (i) to Buyer and Escrownt to federal withholding Law (FIRPTA); any) a fully completed affidavit (C.A.R. salified substitute Delivers to Buyer and alified substitute has received the fully OR (iii) to Buyer other documentation ding is required under California Law if,
D	Buyer has been informed by Escrow Holder. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Pe	nal Code information about specified
J.	registered sex offenders is made available to the public via an Internet Web site maintainer meganslaw.ca.gov. Depending on an offender's criminal history, this information will in offender resides or the community of residence and ZIP Code in which he or she resides. (check this website. If Buyer wants further information, Agent recommends that Buyer obtain Buyer's investigation contingency period. Agents do not have expertise in this area.)	d by the Department of Justice at www. nclude either the address at which the Neither Seller nor Agent are required to

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines is available to the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in paragraph 3P(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

- If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3P(3)**, order from, and pay any required fee for the following items to, the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- G. SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3P(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3P(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones
- **PROPOSITION 65 WARNING**

MATERIALS INCLUDED IN THE CONSTRUCTION OF THIS HOUSE WILL EXPOSE YOU TO FORMALDEHYDE, A SUBSTANCE KNOWN TO CAUSE CANCER. FURTHER INFORMATION MAY BE OBTAINED FROM THE BUILDÉR/

The following information is intended to explain the warning furnished by Seller of this home for exposures to formaldehyde, a substance known to the State of California to cause cancer. The exposures are caused by materials of which the house is or will

The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products purchased by Seller from materials suppliers. These materials include carpeting, pressed wood products, insulation, plastics, and glues.

This home, if constructed prior to entering into this Agreement, has not been tested, and if constructed after entering into this Agreement, will not be tested. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. In the absence of specific information on these homes, and in light of the materials used in their construction, Seller believes that a warning is necessary.

Buyer may have further questions about these issues. Seller is willing to share any further information Seller has obtained and will provide, upon request, a list of known materials suppliers that may be contacted for further information, and whether any inquiry has been made by Seller.

KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3P(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

1		
	UAL HOUSING	

Property Address:	Date:
13. REPAIRS: Repairs shall be completed prior to final verification of condition unless Othe	rwise Agreed. Repairs to be performed
at Seller's expense may be performed by Seller or through others, provided that the work governmental permit, inspection and approval requirements. Repairs shall be performed	
of quality and appearance comparable to existing materials. Buyer acknowledges that exa	
items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid r	receipts for Repairs performed by others;
(ii) prepare a written statement indicating the Repairs performed by Seller and the date of	such Repairs; and (iii) provide Copies of
invoices and paid receipts and statements to Buyer prior to final verification of condition. 14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:	
A. Buyer shall, within the time specified in paragraph 3M(3), have the right, at Buyer's expense.	ense unless Otherwise Agreed, to conduct
inspections, investigations, tests, surveys and other studies ("Buyer Investigations").	
B. Buyer Investigations include, but are not limited to:	
(1) Inspections regarding any physical attributes of the Property or items connected to	the Property, such as:
(A) A general home inspection.	

An inspection for lead-based paint and other lead-based paint hazards.

An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

- (D) Any other specific inspections of the physical condition of the land and improvements. Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer
- Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3M(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3M(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation
- all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's obligations under this paragraph shall survive the termination of this Agreement shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 3P(1)**, be provided a current Preliminary Report by the person responsible for paying for the title policy in **paragraph 3P(3)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders
- selling properties they acquired through foreclosure (REOs), corporations, and government entities.

 Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title. Seller shall, within the time specified in **paragraph 3P(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.



Buyer's Initials _	/	Seller's Initials	

- G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy
- as specified in this paragraph.

 16. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3P(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 10, 12B, 12C, 12F, 12G, 12H, 12J, 15A, 15D, 32, and 33. This paragraph does not apply to the delivery of the Public Report. See paragraphs 3J and 11 for Public Report delivery requirements.

 BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION
 - - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statement of Defects Delivered by Seller in accordance with paragraph 12A
 - Buyer may, within the time specified in paragraph 3M(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - Buyer shall, by the end of the times specified in **paragraph 3M** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible is not Delivered within the time specified in paragraph 3P(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3M(4-8), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 12A(4).
 - Continuation of Contingency: Even after the end of the time specified in paragraph 3M and before Seller cancels, if at all, pursuant to paragraph 16C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 16C(1).
 - **SELLER RIGHT TO CANCEL:**
 - (1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s):
 (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) àre not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8H; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 15E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 30; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
 - SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
 - **BUYER RIGHT TO CANCEL**
 - (1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant
 - to this Agreement prior to Buyer's cancellation.

 (2) BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in **paragraph 3P(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement. **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of
 - any Buyer contingency included in paragraph 8, or Otherwise Ágreed, so long as that contingency has not already been removed in writing
 - NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 16, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

CCSPA REVISED 12/22 (PAGE 10 OF 18)	Buver's Initials	1	Seller's Initials	/	EQUAL HOUSING
COSPA REVISED 12/22 (PAGE 10 OF 16)	buyer s iriitiais	/	Seller S Irilliais	/	OPPORTUNITY

Property Address:	Date:
F. EFFECT OF REMOVAL OF CONTINGENCIES:	
	ves any contingency or cancellation rights, unless Otherwise
	ompleted all Buyer Investigations, and review of Reports and
	at contingency or cancellation right; (ii) elected to proceed with
the transaction; and (iii) assumed all liability, responsibility at	nd expense for the non-delivery of any Reports, disclosures or

or for the inability to obtain financing REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise

information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right,

Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to the other Party at Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void, and Seller

or Buyer shall be required to Deliver a new DCE.

EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party if required by this Agreement, and (ii) any escrewate abstract to the party. Escapade estatement and (iii) any escrewate abstract to the party. that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and

Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

17. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3K, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. FORM VP).

Agreement (C.A.H. Form VP).

18. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be prorated and reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITIES ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED. DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month. Any exceptions shall be specified

19. BROKERS AND AGENTS:

- **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
- SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property or areas or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- REFERRAL LICENSEE COMPENSATION: (If checked in paragraph 2E), Seller or Buyer, agree that Referral Licensee shall be compensated the amount specified in paragraph 2E. Note to Referral Licensee: Agency relationships can be established by conduct notwithstanding the classification as a referral licensee in the Agreement.

 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3P(2), 3R, 3U, 5A(1-2) 5D, 5E, 10, 12C, 12F(2), 15 (except 15D), 16H, 18, 19A, 20, 24, 27, 29, 30, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 19A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

1=1	
EQUAL HOUSING	

CCSPA REVISED	1 2 /22 (PAG	E 11 OF 18
---------------	---------------------	------------

Seller's Initials

B. IF PROPERTY IS SUBJECT TO A PUBLIC REPORT OR EXEMPT FROM A PUBLIC REPORT PURSUANT TO BUSINESS AND PROFESSIONS CODE § 11010.4, THE FOLLOWING ADDITIONAL ESCROW INSTRUCTIONS APPLY:

- (1) BLANKET ENCUMBRANCE: For the benefit of Buyer, the escrow shall not close, funds shall not be released from escrow, and title shall not be conveyed to Buyer, until all of the following conditions have been met: (i) Seller has complied with the purchase money handling requirements of B&P Code §§ 11013, 11013.1, 11013.2, or 11013.4, as applicable; and (ii) Buyer has been provided a policy of title insurance showing that the Property is free and clear of any blanket encumbrances as defined in § 11013. For purposes of compliance with § 11013.2(a), a release from a blanket encumbrance resulting from a doad of trust or mortisage shall require satisfaction with either of the following: (a) an instrument has been duly recorded a deed of trust or mortgage shall require satisfaction with either of the following: (a) an instrument has been duly recorded unconditionally reconveying and releasing the Property from the lien or charge of such deed of trust; or (b) Buyer is notified that an agreement or demand constituting a release agreement as defined in DRE Regulation 2791.1(b)(2)(A) has been duly deposited with Escrow Holder and is available to Buyer on request for each deed of trust, and Buyer will be provided with a
- policy of title insurance insuring Buyer against loss by reason of such deed of trust.

 COMMON INTEREST SUBDIVISION: The Property is in a common interest subdivision and the attached Condominium Conversion And Existing Subdivision Supplemental Escrow Instructions (C.A.R. Form CEEI) are made a part of this Agreement. Note to Seller: For property subject to a public report, you must use the Condominium Conversion and Existing Subdivision Supplemental Escrow Instructions provided with this CCSPA or for any other supplemental escrow instructions you intend to use you must submit them to, and have them be accepted by, the DRE.
- (3) If escrow does not close within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the closing date in writing, and the failure to close escrow is not due to the default of Buyer, escrow is to be cancelled and all funds
- in escrow immediately returned to Buyer upon Buyer's request.

 Subject to the requirements of Civil Code §§ 1675(c) or (d), 1676, 1677, and 1678, if funds deposited in escrow by Buyer have been disbursed on Seller's instructions as permitted by DRE Regulation 2791, the funds expended by Seller shall be reimbursed to escrow within 15 Days after Seller's failure to perform within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the closing date in writing, and those funds shall be immediately returned to Buyer from
- Escrow shall not close until Escrow Holder has received written notice from a title insurance company that each and every encumbrance, including without limitation, any mortgage or deed of trust, filed of record prior to the time of recording of the Declaration of Covenants, Conditions, and Restrictions has either (i) fully reconveyed or (ii) expressly subordinated to the Declaration of Covenants, Conditions, and Restrictions.
- (6) If the Property is a newly converted condominium subjection not Civil Code § 1134, Buyer has acknowledged receipt of either a statement listing all súbstantial defects or malfunctions or a statement of disclaimer and the required rescission period has expired pursuant to Civil Code § 1134.
- For properties that have been either completed or occupied more than 3 years prior to a public report application being filed with the DRE, the Seller disclosure shall be on the form specified in DRE Regulation 2790.9.
- Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3P(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 12, or elsewhere in this Agreement.
- A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 12C**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 12C
- Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 19A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 19A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this
- Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- G. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow
- A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered
- to Escrow Holder within 3 Days after mutual execution of the amendment.

 21. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.



/

Seller's Initials

Property Address:

22. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

23. ATTORNÉY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as

- provided in paragraph 37A.

 ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3L**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 25. SEVERABILITY: If any term, condition, or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, or arbitrator, the remaining terms, conditions, and provisions shall, nevertheless, remain in full force and effect. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital

letters throughout this Agreement, and have the following meaning whenever used:

"Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.

"Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.

- "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all
- "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.

Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.

- "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the
- "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction. "Copy" means copy by any means including photocopy, facsimile and electronic.

Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting Days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

"Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.

"Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

"DRE" means the Department of Real Estate.



"Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

"Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or

federal legislative, judicial or executive body or agency.

"Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or 0. paragraph 40.
"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

"Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property Q. provided for under this Agreement.
"Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

- TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until **agreement is reached**. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety
- 29. 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 30. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 or 40 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 and Escrow Holder, within the time specified in paragraph 3P(4), 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).

31. DOCUMENTATION TO SUBSEQUENT PURCHASERS: Buyer is instructed to give any subsequent purchasers all documents related to the sale and purchase that Buyer receives from Seller.

32. MAINTENANCE RECOMMENDATIONS: Provided with the Agreement are Copies of all builder maintenance and preventative maintenance recommendations.

33. MANUFACTURED PRODUCTS MAINTENANCE AND LIMITED WARRANTIES: Provided with the Agreement are Copies of all manufactured products maintenance, preventative maintenance, and limited warranty information.

34. PURCHASE MONEY DISTRIBUTIONS TO THIRD PARTIES: Pursuant to DRE Regulation 2791(b), certain distributions and charges may be made against Buyer's deposits to Seller. These charges under Regulation 2791(b), and the Seller estimates of such charges, are set forth in paragraph 3T.

RETENTION OF BUYER DEPOSITS IN THE EVENT OF BUYER DEFAULT: In the event Seller has used Buyer's deposits pending consummation of this Agreement, Seller shall immediately, upon alleging Buyer's default, transmit to Escrow Holder funds equal to all of Buyer's deposits so used.



Property Address:_______ Date:______

36. LIQUIDATED DAMAGES: IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BY REASON OF DEFAULT OF BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INTIALS HERE, BUYER _____/___AND SELLER _____/___ AGREE THAT:

A. THE SUMS PAID ON DEPOSIT PURSUANT TO PARAGRAPHS 3D AND 7A HEREOF PLUS ANY AMOUNTS PAID FOR ADDITIONA ITEMS, EXTRAS AND/OR CUSTOMER SELECTED MATERIALS ORDERED BY BUYER ("PURCHASE MONEY DEPOSIT") SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IS BUYER FAILS TO COMPLETE THE PURCAHSE OF THE PROPERTY BECAUSE OF A DEFAULT BY BUYER.

B. THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTED THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF THE DEFAULT OF BUYER.

C. LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S DEPOSIT TOWARD PURCHASE OF THE PROPERTY ACCORDING TO THE FOLLOWING PROCEDURES:

(1) SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR SERVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER THAT BUYER IS IN DEFAULT UNDER THE CONTRACT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN 20 DAYS, BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES ("BUYER'S OBJECTION").

LIQUIDATED DAMAGES ("BUYER'S OBJECTION").

(2) BUYER HAS A PERIOD OF 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.

(3) IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (i) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (ii) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.

(4) IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES, AND EVERY OTHER CAUSE OF ACTION THAT HAS ARISEN BETWEEN BUYER AND SELLER UNDER THIS AGREEMENT, SHALL BE DECIDED IN ACCORDANCE WITH PARAGRAPHS 37 AND 38 OF THIS AGREEMENT.

(5) IF THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES IS REFERRED TO ARBITRATION, ANY FEE TO INITIATE ARBITRATION SHALL BE PAID BY SELLER, BUT THE COST OF ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR.

SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM BY BUYER ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH, AND PURSUANT TO, THE PROVISIONS OF THIS PARAGRAPH.

REMITTANCE OF THE AFORESAID LIQUIDATED DAMAGES TO SELLER SHALL PRECLUDE ANY RIGHT OF ACTION SELLER MAY HAVE TO CONTEST THE REASONABLENESS OF THE AMOUNT ACTUALLY PAID AS LIQUIDATED DAMAGES OR THE VALIDITY OF THIS LIQUIDATED DAMAGES PROVISION.

NOTE 1: CIVIL CODE § 1675(D) IS APPLICABLE TO THIS PROVISION. § 1675(D) PROVIDES "IF THE AMOUNT ACTUALLY PAID PURSUANT TO THE LIQUIDATED DAMAGES PROVISION EXCEEDS 3 PERCENT OF THE PURCHASE PRICE, THE PROVISION IS INVALID UNLESS THE PARTY SEEKING TO UPHOLD THE PROVISION ESTABLISHES THAT THE AMOUNT ACTUALLY PAID IS REASONABLE AS LIQUIDATED DAMAGES.

NOTE 2: IF THE PROPERTY IS AN ATTACHED RESIDENTIAL CONDOMINIUM LOCATED WITHIN A STRUCTURE OF 10 OR MORE RESIDENTIAL CONDOMINIUM UNITS AND PARTIES HAVE AGREED TO LIQUIDATED DAMAGES IN THIS ADDENDUM, SELLER'S RETENTION OF ANY AMOUNT IS EXCESS OF 3 PERCENT OF THE PURCHASE PRICE SHALL BE SUBJECT TO CALIFORNIA CIVIL CODE § 1675(F).

37. MEDIATION:

A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

The fees necessary to initiate the mediation shall be advanced by Seller, with the costs of the mediation to be borne as determined by the parties. If the parties cannot resolve their dispute through mediation and they proceed to arbitration or court, then the costs of mediation shall be borne as determined by the arbitrator of judge.



CCSPA REVISED <mark>12</mark> /22 (P	PAGE 15 OF <mark>18</mark>)
--------------------------------------	------------------------------

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. THE PARTIES AGREE THAT ANY CONTROVERSY BETWEEN THEM REGARDING LIQUIDATED DAMAGES. TERMINATION OF THIS AGREEMENT BEFORE CLOSE OF ESCROW, BUYER'S INTEREST IN THE PROPERTY OF OTHER ISSUES WHICH ARISE BEFORE CLOSE OF ESCROW, INCLUDING CONTROVERSY CREATED BY CONFLICTING NOTICES BY BUYER AND SELLER, AND THE DISPOSITION OF FUNDS HELD BY ESCROW HOLDER SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED THAT THOSE RULES ARE CONSISTENT WITH THE FOLLOWING REQUIREMENTS:
 - (1) THE FEES NECESSARY TO INITIATE THE ARBITRATION SHALL BE ADVANCED BY SELLER, WITH COSTS AND FEES (INCLUDING ONGOING COSTS AND FEES) TO BE PAID AS AGREED BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON THE PAYMENT OF SUCH COSTS AND FEES, ALL COSTS AND FEES OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATION.
 - (2) THE ARBITRATION SHALL BE ADMINISTERED BY A NEUTRAL AND IMPARTIAL PERSON(S).
 - (3) A NEUTRAL AND IMPARTIAL INDIVIDUAL(S) SHALL BE APPOINTED TO SERVE AS ARBITŔATOR(S) WITHIN THE SPECIFIED PERIOD OF TIME, WHICH SHALL IN NO EVENT BE MORE THAN 60 DAYS FROM THE ADMINISTRATOR'S RECEIPT OF A WRITTEN REQUEST FROM A PARTY TO ARBITRATE THE CLAIM OR DISPUTE. THE PROVISIONS OF SECTION 1297.121, OR 1297.124 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.
 - (4) THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED UNLESS THE BUYER AND SELLER AGREE TO SOME OTHER LOCATION.
 - (5) THE ARBITRATION SHALL BE COMMENCED PROMPTLY AND TIMELY IN ACCORDANCE WITH THE RULES OF ARBITRATION. IF THE RULES OF ARBITRATION DO NOT SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN IT SHALL COMMENCE ON A DATE AGREED TO BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON AN ARBITRATION COMMENCEMENT DATE, IT SHALL COMMENCE ON THE DATE DETERMINED BY THE ARBITRATOR(S).
 - (6) THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH RULES AND PROCEDURES WHICH ARE REASONABLE AND FAIR TO BUYER AND SELLER. THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL RULES OF ARBITRATION IN EFFECT AS OF THE DATE OF THIS AGREEMENT SHALL BE DEEMED IN COMPLIANCE WITH THIS REQUIREMENT.

 - (7) THE ARBITRATION SHALL CONCLUDE PROMPTLY AND TIMELY.
 (8) THE ARBITRATOR(S) ARE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION
 - (9) JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED INTO ANY COURT HAVING PROPER JURISDICTION.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) 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; and (iii) an unlawful detainer action.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS; REFERRAL LICENSEE: Neither Agents nor Referral Licensee shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agent(s) or Referral Licensee
- participating in mediation or arbitration shall not be deemed a party to this Agreement.

 "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL **ARRITRATION** "

Buyer's Initials/	Seller's Initials/	
		-



39.	A.	EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer of Buyer's Authorized Agent. Seller has no obligation to respond to an offer made. □ ENTITY BUYERS: (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.)
4	1	 One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity See paragraph 30 for additional terms. The name(s) of the Legally Authorized Signer(s) is/are:
		 (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
		(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
	C	The CCSPA has 18 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that
		make up the Agreement.
		BUYER SIGNATURE(S): nature) By, Date:
	(Sig	nature) By,
		□ Printed Name of Legally Authorized Signer: Title, if applicable,
	(Sig	nature) By,
		nature) By,
		☐ Printed Name of Legally Authorized Signer:Title, if applicable,
		MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).
40.	AC	CEPTANCE
	A.	ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below Seller shall return and include the entire agreement with any response. Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO)
	_	Note to Seller: For any counter offer or back-up addendum you intend to use with this Agreement, you must submit them to, and have them accepted by, the DRE.
	В.	☐ Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R Form RCSD) is not required for the Legally Authorized Signers designated below.)
		 One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity See paragraph 30 for additional terms. The name(s) of the Legally Authorized Signer(s) is/are: If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
		(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
	_	TI 000PA1 10 0 0 II 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	C.	The CCSPA has 18 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments tha make up the Agreement.
		SELLER SIGNATURE(S):
	(Sig	nature) By,Date:
		Printed name of SELLER:
	(Cia	☐ Printed Name of Legally Authorized Signer:Title, if applicable,
	(Sig	nature) By,
		□ Printed Name of Legally Authorized Signer:
		MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).
OF	FER	NOT ACCEPTED:/_ No Counter Offer is being made. This offer was not accepted by Seller(date)



REA	L ESTATE BROKERS SECTION:			
 Real Estate Agents are not parties to the Agreement between Buyer and Seller. Agency relationships are confirmed as stated in paragraph 2. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a 				
wr	itten request, Seller's Agent shall confirm in w	riting that this offer has been presented to	Seller.	, : : : : : : : : : : : : : : : : : : :
5. Ag	gents' Signatures and designated electron	nic delivery address:		
A.	Buyer's Brokerage Firm			
	Ву	Lic.#	Date	
	Ву	Lic.#	Date	
	Address			•
	Email	Pho	ne#	
Ī	☐ More than one agent from the same firm re	epresents Buyer. Additional Agent Ackno	wledgement (C.A.R. I	Form AAA) attached.
ĺ	☐ More than one brokerage firm represents		nenτ (C.A.H. Form AE	oA) attached.
ĺ	Designated Electronic Delivery Address	. , ,		
ĺ	☐ Email above ☐ Text to Phone # abov	ve □ Alternate:		
В.	Seller's Brokerage Firm		Lic.#	
<u> </u>	By			
	Bv	Lic.#	Date	
ĺ	Address_	City	State	Zip
ĺ	Email	Pho	ne #	
ĺ	\square More than one agent from the same firm re	epresents Seller. Additional Agent Ackno	wledgement (C.A.R. I	Form AAA) attached.
ĺ	☐ More than one brokerage firm represents	Seller. Additional Broker Acknowledgen	nent (C.A.R. Form AE	BA) attached.
ĺ	Designated Electronic Delivery Address	s(es) (To be filled out by Seller's Agen	t) (check all that an	ply):
ĺ	_	ve Alternate:		
Escr Offer para Escr	ROW HOLDER ACKNOWLEDGMENT: ow Holder acknowledges receipt of a Copy of to numbers graph 20 of this Agreement, any supplement ow Holder is advised by ow Holder	and, and ag al escrow instructions and the terms of Es that the date of Accep	rees to act as Escroscrow Holder's gener tance of the Agreeme	ow Holder subject to al provisions.
By_				
	ress			
	,- ,- ··			
	ow Holder has the following license number #			
	epartment of Financial Protection and Innovation		tment of Real Estate.	
PRE	SENTATION OF OFFER: / Agent or Seller's Initial:	_ Seller's Brokerage Firm presented this o	offer to Seller on	(date).
Buyer's Initials/ Seller's Initials/				
TRANSA	California Association of REALTORS®, Inc. United State, or any portion thereof, by photocopy machine or any critical ASSOCIATION OF REALTORS®. NO REPRESENT ACTION. A REAL ESTATE BROKER IS THE PERSON QUIT AN APPROPRIATE PROFESSIONAL. This form is made TORS®. It is not intended to identify the user as a REALT AL ASSOCIATION OF REALTORS® who subscribe to its Comments.	DUALIFIED TO ADVISE ON REAL ESTATE TRANSA	ACTIONS IF YOU DESIR	E LEGAL OR TAX ADVICE.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CCSPA REVISED 12/22 (PAGE 18 OF 18)

Property Address:



Date:



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form CPA, Revised 12/22)

	OF	ER:			
	Α.		OFFER FROM		("Buyer")
	В.	☐ Individual(s), \square A Corporation, \square A Partnership ERTY to be acquired is	o, 🗆 An LLC, 🗆 Other	, situated
		in	(City),	(County), Ca	alifornia,(Zip Code)
B. THE PROPERTY to be acquired is			advised to investigate.) AGES. this Agreement. tte Agency Relationships" (C.A.R. give to Seller's Agent the AD form igned by Seller.		
		Seller's Bro	okerage Firm	Lice th the Buyer and Seller (Dual Agent).	ense Number
					and a Niconala an
		Is (check on	nt e): □ the Seller's Agent (Salespersor	Lice \square or broker associate); or \square both the Buyer's a	ense Number .nd Seller's Agent (Dual Agent).
		Buyer's Bro	okerage Firm	Lice	ense Number
		Is the broker	of (check one): \square the Buyer; or \square bo	oth the Buyer and Seller (Dual Agent).	
3.	D. TEF	Buyer's Age Is (check on More than POTENTIAL of More than RMS OF PUF	nt e): ☐ the Buyer's Agent (Salespersor one Brokerage represents ☐ Seller, LY COMPETING BUYERS AND SE One Buyer or Seller - Disclosure and RCHASE AND ALLOCATION OF C	Lice n or broker associate); or □ both the Buyer's a □ Buyer. See, Additional Broker Acknowledge ELLERS: The Parties each acknowledge recei	ense Number
		Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
	Α	5, 5B (cash)	Purchase Price	\$	☐ All Cash
	В		Close Of Escrow (COE)	OR on(date)	
	С	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or PM	
)(1)	5A(1)	Initial Deposit Amount	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or) business days after Acceptance by wire transfer OR \square
Г)(2)	5A(2)	Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR (date)
E	(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$(% of purchase price) Fixed rate or \(\subseteq \text{Initial adjustable rate,} \) • not to exceed \(\subseteq \text{%} \) • Buyer to pay up to \(\subseteq \text{points to obtain rate} \)	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other:
			If FHA or VA is checked, Deliver list of lender required repairs	above 17 (or) Days after Acceptance	Other.
E	(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ (% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain rate above	Conventional or, if checked, Seller Financing Assumed Financing Subject To Financing Other:
E	(3)	7A	Occupancy Type	Investment	
	F	5D	Balance of Down Payment	\$	
			PURCHASE PRICE TOTAL	\$	
			ion of REALTORS®, Inc. 2 (PAGE 1 OF 17) Buyer's	s Initials/ Seller's Initials _	

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	
G(1)	5E	Seller Credit, if any, to Buyer	S (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:	
G(2)	ADDITIONAL FINANCE TERMS:				
G(3)	21	☐ Seller agrees to pay the obligation Form SPBB attached). Seller's Broker's	n of Buyer to compensate Buyer's Broker under s offer, if any, to compensate Buyer's Broker is unaf	r a separate agreement (C.A.R. fected unless Otherwise Agreed	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or \square 3 (or) Days after Acceptance		
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or) Days after Acceptance		
H(3)	6B	Verification of Loan Application	Attached to the offer or \square 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval	
ı			Intentionally Left Blank		
J	19	Final Verification of Condition	5 (or) Days prior to COE		
K	26	Assignment Request	17 (or) Days after Acceptance		
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED	
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency	
L(2)	8B	Appraisal: Appraisal contingency	17 (or) Days after Acceptance	☐ No appraisal contingency	
(/		based upon appraised value at a minimum of purchase price or	, 5 3,5 3.33	Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.	
L(3)	8C, 15	Investigation of Property	17 (or) Days after Acceptance		
		Informational Access to Property	17 (or) Days after Acceptance	REMOVAL OR WAIVER OF	
		Buyer's right to access the Property for and does NOT create additional cancel	informational purposes only is NOT a contingency lation rights for Buyer.	CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the	
L(4)	8D, 17A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	applicable box above or attaching a Contingency Removal (C.A.R. Form	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice.	
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	See paragraph 8H. ☐ CR attached	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: C.A.R. Form COP attached			
M		Possession	Time for Performance	Additional Terms	
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	☐ Tenant Occupied Unit(s) to be delivered vacant (#s)	
M(2)	7C	Seller Occupied	Upon Notice or recordation, OR □ 6 PM or □AM/□PM COE date or, if checked below, □ days after COE (29 or fewer days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.	
			days after COE (30 or more days)		
N		Documents/Fees/Compliance	Time for Performance		
N(1)	17A	Seller Delivery of Documents	7 (or) Days after Acceptance		
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after Delivery		
N(3)	11C(2)	Time to pay fees for ordering OA Documents	3 (or) Days after Acceptance		
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or) Days after Acceptance		
N(5)	35	Evidence of representative authority	3 Days after Acceptance		



Propert	y Address:			Date:
0			Intentionally Left Blank	
Р	Items Includ	ded and Excluded		
P(1)	9		in Paragraph 9B are included and the following	, if checked:
			<u> </u>	
P(2)	9	Excluded Items:	<u> </u>	;
Q	Allocation of			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	□ Buyer □ Seller □ Both	☐ Environmental ☐ Other ☐ Provided by:
Q(2)	15B(1)(D)	Environmental Survey	☐ Buyer ☐ Seller ☐ Both	
Q(3)		Report	□ Buyer □ Seller □ Both	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☐ Seller ☐ Both	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	□ Buyer □ Seller □ Both	
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☐ Seller ☐ Both	
Q(7)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both ☐ Each to pay their own fees	Escrow Holder:
Q(8)	16	Owner's title insurance policy	□ Buyer □ Seller □ Both	Title Company (If different from Escrow Holder):
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	☐ Buyer ☐ Seller ☐ Both	
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both	
Q(12)	11C(2)	OA fee for preparing disclosures	Seller	
Q(13)		OA certification fee	Buyer	
Q(14)		OA transfer fees	□ Buyer □ Seller □ Both	Unless Otherwise Agreed, Seller shall pay for separate OA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both	
Q(16)	10B(4)	Installation of safety features, required by law	□ Buyer □ Seller □ Both	
Q(17)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
R		Additional Tenancy Documents: In	ncome and Expense Statements □ Tenant Estoppe	el Certificate
S	OTHER TERM	MS:		
A.	PROPERTY ☐ Probate A	greement Purchase Addendum (C.A	is subject to the terms contained in the Adder R. Form PA-PA)	
B.	OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Addendum # (C.A.R. Form ADM) Back Up Offer Addendum (C.A.R. Form BUO) Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI) Buyer Intent to Exchange Addendum (C.A.R. Form BXA) Other Other		dum (C.A.R. Form AFA) .R. Form SSA) um (C.A.R. Form CCA) ddendum (C.A.R. Form SXA)	
				

Pro	pert	Address:Date:
		BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not
		intended to be incorporated into this Agreement.) Buyer's Investigation Advisory (C.A.R. Form BIA) Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
		 □ Wildfire Disaster Advisory (C.A.R. Form WFDA) □ Trust Advisory (C.A.R. Form TA) □ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) □ Short Sale Information and Advisory (C.A.R. Form SSIA) □ Probate Advisory (C.A.R. Form PA)
		☐ Other:
5.	ADI Hol	DITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow
		DEPOSIT:
		(1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
		(2) INCREASED DEPOSIT: Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
		(3) RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or
	_	making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
		ALL CASH OFFER: If an all cash offer is specified in paragraph 3A , no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1) , Deliver written verification of funds sufficient for the purchase price and closing costs. LOAN(S):
	C.	(1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA),
		Subject To Financing, Assumed Financing, or Other is checked in paragraph 3E(1) . (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2) , that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing or Other is checked in paragraph 3E(2) .
		(3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E , or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph
		 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request. (4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counse regarding the ability of an existing lender to call the loan due, and the consequences thereof.
	D.	(5) Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder
	E.	pursuant to Escrow Holder instructions. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be
_	4.50	reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shal be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6.		DITIONAL FINANCING TERMS: VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs
	В.	may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B . VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E . If any loan specified in paragraph 3E is an adjustable
	C.	rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific
		closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate
7.		financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement. SING AND POSSESSION: OCCUPANCY: Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available
		financing.

Property Address:	Date:
B. CONDITION OF PROPERTY ON CLOSING:	
(1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRI	ESENT physical condition as of the date of
Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is	to be maintained in substantially the same
andition as an the data of Assentance; and (iii) all debris and nersonal property	by not included in the cale shall be removed

condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

(2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property: (ii) Buyer is advised.

legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords,

codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the
- Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

APPRAISAL:

- This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller. request by Seller.
- NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA). INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 16A.

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11C ("Cl Disclosures").

4		 þ
	UAL F	

CPA REVISED 12/22 (PAGE 5 OF 1	7)
--------------------------------	----

Property Address:

G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or liened items. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual**

contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice

- REMOVAL OF CONTINGENCY OR CANCELLATION:
 (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of the applicable Seller Documents, Preliminary Report, or Cl Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**

ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

ITEMS INCLUDED IN SALE:

All EXISTING fixtures and fittings that are attached to the Property; EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool special popular and polytonic pool poolers. but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.

- Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any
- Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph** 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

(8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).

Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of

As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

4	-	_`	þ
			ı
		10US	

CPA REVISED 12/22 (PAGE 6 OF 17)

Buyer's Initials/ Seller's Initials/	
--------------------------------------	--

Property	Address:Date:
C.	ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
	OCATION OF COSTS:
Α.	INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the
	inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended
	or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these
_	paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
В.	GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:
	(1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or
	carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4).
	If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the
	vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of
	compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's
	obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller

shall be responsible for Buyer's costs. POINT OF SALE REQUIREMENTS:

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds in the case of the pay for Buyer's portion of such repair and required Escrow Holder, pay the vendor completing the into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this

Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs. **INSTALLATION OF SAFETY FEATURES:**

(A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or

(B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.

INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. SELLER DISCLOSURES:

- WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- NÓTICE REGARDING GÁS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

4		. 1
		4
	UAL HO	

CPA REVISED 12/2	22 (PAGE 7 OF 17)
------------------	-------------------

Propert	y Address:	Date:
D.	SOLAR SYSTEMS: For properties with any solar panels or solar power system	ns, Seller shall, within the time specified in
	paragraph 3N(1). Deliver to Buyer all known information about the solar panels	or solar system. Seller may use the Solar
	Advisory and Questionnaire (C.A.R. Form SOLAR).	
E.	NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specific	ed in paragraph 3N(1), if required by Law: (i)
	Deliver to Buyer the earthquake guide and environmental hazards booklet, and for	all residential property with 1-4 units and any
	manufactured or mobile home built before January 1, 1960, fully complete and Delive	er the Residential Earthquake Risk Disclosure
	Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose	if the Property is located in a Special Flood

WATER CONSERVING PLUMBING DEVICES: Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in paragraph 3N(1), disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.

Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for

- SURVEY, PLANS, AND ENGINEERING DOCUMENTS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's
- PERMITS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property
- STRUCTURAL MODIFICATIONS: Seller, within the time specified in paragraph 3N(1), shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

 GOVERNMENTAL COMPLIANCE: Within the time specified in paragraph 3N(1),
- - (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 - Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property
- VIOLATION NOTICES: Within the time specified in paragraph 3N(1), Seller shall disclose any notice of violations of any Law
- filed or issued against the Property and actually known to Seller

 KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- COMMERCIAL SELLER PROPERTY QUESTIONNAIRE: Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).

 SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially
- affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However**, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

 12. TENANCY RELATED DISCLOSURES: Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

 A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining
- - to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

 INCOME AND EXPENSE STATEMENTS: If checked in paragraph 3R, the books and records for the Property, if any, including
 - a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income
 - **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall not seller the seller than unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - SELLER REPRESENTATIONS: Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), lnquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:
 - Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph** 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change



CPA REVISED <mark>12</mark> /22 (PA	GE 8 OF 17)
-------------------------------------	-------------

Property Address:							Date:						
			5 Days	after receipt of	f such notice	Ruver	in writing	may give	Seller notice	of Buyer's	objection	to the P	ronosed

Changes in which case Seller shall not make the Proposed Changes. 14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code

BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general inspection.(B) An inspection for lead An inspection for lead-based paint and other lead-based paint hazards.

An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections

(Section 1) and for conditions likely to lead to infestation or infection (Section 2). A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in paragraph 3L(3). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.

(2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.

Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves
- delivered to Buyer. Buyer shall, (1) by the time specified in paragraph 3L(3), complete Buyer investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on
- where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

 Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

 Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than
- desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

4	_	 þ
		1
	UAL F	NG

CPA REVISED <mark>12</mark> /22 (PAGE 9 OF 17	7)	١
---	----	---

Dunia de la la la la la la la la la la la la la	1	Caller's Initials	,
Buyer's Initials _		Seller's Initials	

Property Address:	Date:
17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHT: extended, altered, modified or changed by mutual written agreement. Any re this paragraph by either Buyer or Seller must be exercised in good faith and	moval of contingencies or cancellation under in writing (C.A.R. Form CR or CC).
A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified disclosures and information ("Reports") for which Seller is responsible as specif 12, 16A, 16D, and 35.	ied in paragraphs 9B(6), 9B(8), 10, 11A, 11C-L,
 B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY RI (1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations to be assumed by Buyer pursuant to paragraph 9B(6), and other applical and approve all matters affecting the Property. 	s; review all disclosures, Reports, lease documents
(2) Buyer may, within the time specified in paragraph 3L(3), request that Selle the Property (C.A.R. Form RR). Seller has no obligation to agree to or representations. If Seller does not agree or does not respond. Buyer is not contract	respond to Buyer's requests (C.A.R. Form RR or

made and may only cancel based on contingencies in this Agreement.

Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the

contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11L**.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller,

Seller may not cancel this Agreement pursuant to paragraph 17C(1).

SELLER RIGHT TO CANCEL:

(1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s):

- (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(5) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vii) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) Perform and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this
- Agreement and notification to Escrow.

 (3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
 BUYER RIGHT TO CANCEL:

- (1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

 BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been

removed in writing

NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

EFFECT OF REMOVAL OF CONTINGENCIES:

- (1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing
- **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

1		\	ì
	QUAL I		
	QUAL H		

ver's Initials	/	Seller's Initials	/

Property Address:

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and

- Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

 18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies 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. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) provide a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:
 - **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker
 - (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

 SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Burger or Seller; and (xi) Shall not be responsible for providing other advices or information that the support of the transaction entered into support or Seller; and (xi) Shall not be responsible for providing other advices or information that the support of the transaction entered into support or Seller; and (xii) Shall not be responsible for providing other advices or information that the support of the su advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
 - The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement, and the Book Estate Brokers Section is deposited with Fearage Holder by Agent Fearage Holder shall accept such paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.



CPA REVISED 1	1 <mark>2</mark> /22 (PAGE	11 OF 17)
---------------	----------------------------	-----------

Buyer's Initials/ Seller's Initials/	Seller's Initials/
--------------------------------------	--------------------

Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this

A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.

Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this

Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
 23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers

"Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing

24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. ATTORNÉY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as

provided in paragraph 37A.

26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified to preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their

respective successors and assigns, except as otherwise provided herein.

28. ENVIRONMENTAL HAZARD CONSULATATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.



__/___

- 29. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

 30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- COPIES: Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- **DEFINITIONS** and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm
 - В. identified in paragraph 2B.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - 'Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the
 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following

 - the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which the statement of the be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days. "Deliver", "Deliverd" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of

 - applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party. Unless Otherwise Agreed. Buyer and Seller agreed to the use
 - Agreement without the knowledge and consent of the other Party. Unless Otherwise Agreed, Buyer and Seller agreed to the use
 - "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

 "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or
 - paragraph 40.
 - 'Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
 - "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.



33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its

34. 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 or

40 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 and Escrow Holder, within as specified in **paragraph 3N(5)**, 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).



36.	If I the im Se re IN	e deposit actung action of each or eac	complete this pur- ually paid. Buye xtremely difficul ent Buyer were ons from both Bu	er and Seller ag t to establish th to breach this A uyer and Seller, j ND SELLER SHA	ree that this ame amount of da amount of da agreement. Reludicial decision LL SIGN A SEPALIQUIDATED D	nount is a reason mages that wo lease of funds vo or arbitration at ARATE LIQUIDA AMAGES (C.A.R	onable sun uld actuall will require ward. AT T TED DAMA	idated damages, n given that it is y be suffered by mutual, Signed HE TIME OF ANY GES PROVISION D).
			Buyer's Initials			Seller's Initials _		
	A.	before resorting Center for Cons by the Parties. T mediation prio any, shall be divi If, for any disput the matter throug that Party shall r THIS MEDIATIONAL M The obligation 38C; and (iii) A	to arbitration or coumers (www.consumers (www.consumer to, or within a readed equally among the or claim to which the entitled to recon PROVISION APPREDIATION TERMS to mediate does not support to the consumer to the consum	puri action. The moumermediation.orgue to mediate any asonable time after the Parties involved his paragraph applible before commencem over attorney fees, or LIES WHETHER OF COMMENT (i) Exclusions frot preclude the rigoobligations are full.	ediation shall be come of the complete of the	onducted through ther mediation provins with Agents(s) claim is presented erable under the promences an action fuses to mediate afotherwise be available RATION PROVISION agreement are sto seek a preserv	the C.A.R. A rider or service , who, in wrection to the Age evailing party of without first ter a request ble to that Par ON IS INITIA specified in ation of righ	resulting transaction eal Estate Mediation ce mutually agreed to iting, agree to such nt. Mediation fees, it attorney fees clause attempting to resolve has been made, therety in any such action LED. paragraph 38B; (ii) ts under paragraph s apply even if the
38.	B. C.	resulting transparties also age to, or within a lethrough any a or justice, or a agree to a diff arbitrate shall Act, notwithst discovery in a with Title 9 of into any court EXCLUSIONS: jurisdiction of non-judicial focontract as de PRESERVATIO provisions: (i) the recording remedies, proa stay of litiga AGENTS: Age Any Agents(s) "NOTICE: BY OUT OF THI NEUTRAL AI YOU MIGHT IN THE SPAUNLESS TH PROVISION. YOU MAY BICIVIL PROCE"WE HAVE FOUT OF THI ARBITRATIO	gree that any disp saction, which is n gree to arbitrate ar reasonable time aftroitration provider in attorney with at I erent arbitrator. E be governed by the anding any langua accordance with Co Part 3 of the Code having jurisdiction: The following main a probate, small preclosure or other of the filing of a cour of a cour of a cour of a cour of a notice of penvided the filing partion pending any and the shall not be obtoned in Comparition and the comparition of a cour of a notice of penvided the filing partion pending any and the shall not be obtoned in the comparition and the	not settled through by disputes or claiter, the dispute or cor service mutual east 5 years of transfered from the procedural rule age seemingly to to de of Civil Procedural rule age seemingly to to de of Civil Procedural rule age seemingly to to de of Civil Procedural rule action or proceed action or proceed \$ 2985. The following shall reflect action to preserve action for or the procedurant action for or the concurrent with the proceduration or arbitration of the space because a specifical action or arbitration of the space because a specifical action or arbitration of the space of	mediation, shall ms with Agents(sclaim is presented by agreed to by the neactional real est dany motion to cos of the Federal Aste Contrary in this dure § 1283.05. The Judgment upon the contrary in this dure § 1283.05. The Judgment upon the constitute a way a statute of limited to enforce a statute of limited to mediate of the constitute and the contract of the co	be decided by ne), who, in writing, I to the Agent. The e Parties. The art tate Law experien ompel arbitration of Agreement. The he arbitration Act, and Agreement. The he arbitration sha on the award of th and arbitration: (i unlawful detaine deed of trust, mo- liver nor violation of itations; (ii) the fi of, receivership, in after such filing, in or arbitrate unless deemed a party to GREEING TO HA OF DISPUTES W AND YOU AF I A COURT OR J AL RIGHTS TO O IN THE 'ARE N AFTER AGRE JTHORITY OF T ON PROVISION D AGREE TO S	eutral, bindinagree to sue arbitration oitrator shall ce, unless the pursuant to d not the Case Parties shall be conduce arbitrator. I) Any matteer action; and they agree of the Medialing of a couniunction, on the filing of the filing of the Sagreer of the ANY D. The CALIFO BITRATION EING TO THE CALIFO IS VOLUNIUBMIT DIS PROVISIONELLE COLUNIUS PROVISIONELLE CALIFO IS VOLUNIUS PROVISIONELLE CA	ISPUTE ARISING ON DECIDED BY UP ANY RIGHTS BY INITIALING BY AND APPEAL, OF DISPUTES' THIS PROVISION, ORNIA CODE OF



Property Address:__

_ Date:__

39.		OFFER	
	A.	A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if a	any, shall be returned to Buyer unless by the
		date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy Buyer's Authorized Agent. Seller has no obligation to respond to an offer made	y of the Signed offer is Delivered to Buyer or e.
	B.	B. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative	e Capacity Signature Disclosure (C.A.R.
		Form RCSD) is not required for the Legally Authorized Signers designated by (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, ho	elow.)
		(2) This Agreement is being Signed by a Legally Authorized Signer in a representat	tive capacity and not in an individual capacity.
	\mathbf{T}	See paragraph 35 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are:	
		(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex	. John Doe, co-trustee, Jane Doe, co-trustee
		or Doe Revocable Family Trust).	
		(5) If the entity is a trust or under probate, the following is the full name of the trust of	or probate case, including case #:
	C.	C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and under	rstands, every page and all attachments that
		make up the Agreement.	, ,1 3
	D.	D. BUYER SIGNATURE(S):	
	(Sig	(Signature) By,	Date:
		Printed name of BUYER:	
		☐ Printed Name of Legally Authorized Signer:	
	(Sic		
	(3	(Signature) By,	
		☐ Printed Name of Legally Authorized Signer:	Title if applicable
40		☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ACCEPTANCE	ASA).
40.		A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property of the Proper	or has the authority to execute this Agreement.
		Seller accepts the above offer and agrees to sell the Property on the above terms and o	conditions. Seller has read and acknowledges
		receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy Seller's acceptance is subject to the attached Counter Offer or Back-Up Of	•
		Seller shall return and include the entire agreement with any response.	ner Addendum, or both, checked below.
		☐ Seller Counter Offer (C.A.R. Form SCO or SMCO)	
		□ Back-Up Offer Addendum (C.A.R. Form BUO)	
	B.	B. Entity Sellers: (Note: If this paragraph is completed, a Representative Ca Form RCSD) is not required for the Legally Authorized Signers designated be	elow.)
		(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, ho	olding a power of attorney or other entity.
		(2) This Agreement is being Signed by a Legally Authorized Signer in a representat See paragraph 35 for additional terms.	live capacity and not in an individual capacity.
		 (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. 	,,
		(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (exor Doe Revocable Family Trust).	a. John Doe, co-trustee, Jane Doe, co-trustee
		(5) If the entity is a trust or under probate, the following is the full name of the trust of	or probate case, including case #:
	_	O The ODA has 47 years Orlland allowed a local and an allowed and an allowed and an allowed an allowed and an allowed an allowed and an allowed allowed an allowed an allowed an allowed an allowed al	
	C.	C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and under make up the Agreement.	stands, every page and all attachments that
	D.	D. SELLER SIGNATURE(S):	
		(Signature) By,	Date:
	(0,6	Printed name of SELLER:	Dute:
			Title if applicable
	(O:-	☐ Printed Name of Legally Authorized Signer:	Title, if applicable,
	(SIÇ	(Signature) By,	Date:
		Printed name of SELLER:	
		☐ Printed Name of Legally Authorized Signer:	Title, if applicable,
		\Box IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form	ASA).
^		TER NOT ACCEPTED.	a mat a samta dhu Oallan
OF	-EK	FER NOT ACCEPTED:/ No Counter Offer is being made. This offer wa	s not accepted by Seller(date)



RE	REAL ESTATE BROKERS SECTION:									
2. 3.	 Real Estate Agents are not parties to the Agreement between Buyer and Seller. Agency relationships are confirmed as stated in paragraph 2. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which 									
	the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.									
4.	4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.									
	_	ents' Signatures and designated electronic deliv	-							
	Α.	Buyer's Brokerage Firm								
		By			Date					
					Date					
		Address	City							
		Email	oto Buncor Adalia		none#					
 ☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA ☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attach Designated Electronic Delivery Address(es) (check all that apply): 										
		□ Email above □ Text to Phone # above □ Alt								
	В.				Lic.#					
	٥.									
		By		Lic.# Lic #	Date 					
		Address_	City	Εισ.π	State	Zin				
		Email	Oity		none #					
		☐ More than one agent from the same firm represen	nts Seller. Additi							
		☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.								
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (check all that a					ent) (check all that app	oly):				
		☐ Email above ☐ Text to Phone # above ☐ Alt	ernate:							
	:C	ROW HOLDER ACKNOWLEDGMENT:								
		Wild HOLDER ACKNOWLEDGMENT: w Holder acknowledges receipt of a Copy of this Agre	eement, (if chec	ked. □ a deposit	in the amount of \$). Counter				
Of	fer	numbers and _		, and a	agrees to act as Escrov	w Holder subject to				
	paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.									
		w Holder is advised by		the date of Acce	eptance of the Agreemer	nt is				
_	Escrow Holder Escrow #									
1 1	ByDate									
	Address									
	Phone/Fax/E-mail									
	Escrow Holder has the following license number # Department of Insurance, □ Department of Real Estate.									
PRESENTATION OF OFFER:/Seller's Brokerage Firm presented this offer to Seller on(date). Broker or Designee Initials										
© 20	22, (California Association of REALTORS®, Inc. United States copyr or any portion thereof, by photocopy machine or any other mea	right law (Title 17 U	J.S. Code) forbids th	ne unauthorized distribution, of	lisplay and reproduction of				
CALIF	ORI	California Association of REALTORS®, Inc. United States copyr or any portion thereof, by photocopy machine or any other mea NIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS CTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED	MADE AS TO THE	E LEGAL VALIDITY C REAL ESTATE TRAN	OR ACCURACY OF ANY PRO	VISION IN ANY SPECIFIC				
CONS of RF	CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTOR®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the									
NATIO	of REALIONS®. It is not intended to identify the user as a REALION®. REALION® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.									

Date:

Property Address:





MOVE IN INSPECTION (C.A.R. Form MII, 12/22)

Pro	Property Address:, Unit No					
Ter	nant(s):					
,	ve-In Inspection Date:					
	vo in inopection Bute.					
oa list	tegory are examples of w ted. Unless otherwise ch	vhat mi necked	AND TEN ght exist. S all items ar	ome properties m e in satisfactory c	ay not have each item listed ar ondition. If not satisfactory, ch	nises carefully. Items listed for each room nd some may have other items that are not eck the appropriate box:
	N – BRAND N	IEW		O – OTHER	N/A – NOT APP	LICABLE (item is not included)
1.	FRONT YARD/ EXTERIOR: Landscaping	N (n conditior O N/A		Comments	
	Fences/Gates					
	Sprinklers/Timers					
	Walks/Driveway					
	Porches/Stairs					
	Mailbox					
	Light Fixtures					
	Building Exterior					
	Other					
	Tenant Remarks:					
2.	BACK/SIDE/YARD:					
	Patio/Deck/Balcony					
	Patio Cover(s)					
	Landscaping					
	Sprinklers/Timers					
	Pool/Heater/Equipment	t 🗆 [
	Spa/Cover/Equipment					
	Fences/Gates					
	Other					
	Tenant Remarks:					
•	OFNEDAL CONDITIO					
3.	GENERAL CONDITION					
	Paint Cleaning					
	- · ·				· · · · · · · · · · · · · · · · · · ·	
	Tenant Remarks:					
4	ENTDY-					
4.	ENTRY:					
	Screen/Security Doors					
	Entry Door Knobs/Locks					
]			
	Flooring/Baseboards]			
	Walls/Ceilings Light Fixtures/Fans					
	Switches/Outlets					
	Other		⊔			
	. Jilant Holliarks.					



Мо	ve in condition:	N	0	N/A	Comments
5.	LIVING ROOM:				
	Doors/Knobs/Locks				
	Flooring/Baseboards				
	Walls/Ceilings				
	Window Coverings				
	Window Locks/Screens				
	Light Fixtures/Fans				
	Switches/Outlets				
	Fireplace Equipment				
	Other			ш.	
	Tenant Remarks:		7		
	Telialit nellialks.				
6.	DINING ROOM:				
٠.	Flooring/Baseboards				
	Walls/Ceilings				
	Window Coverings				
	Window Coverings Window Locks/Screens				
	Light Fixtures/Fans				
	Switches/Outlets				
				Q .	
	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				
	Tenant Remarks:				
8	HALL AND STAIRS:				
•	Flooring/Baseboards				
	Walls/Ceiling				
	Light Fixtures				
	Switches/Outlets				
	Closet/Cabinets				
	Railings/Banisters				
	Other				
	Tonant Homarko.				
9.	LAUNDRY:				
	Plumbing/Drains				
	Cabinets/Counters				
	Other				
	Tenant Remarks:				



e in condition:	N	0	N/A	Comments	<u> </u>	N	0	N/	Α	Comments
BEDROOMS: BEDROOM #							DRO	00	М#	
Doors/Knobs/Locks										
Flooring/Baseboards										
Walls/Ceilings										
Window Coverings]	
Windows/Locks/Screens										
Light Fixtures/Fans										
Switches/Outlets]	
Closet/Closet Doors/Tracks										
]	
Other										
BEDROOM #				·		BEI	DRO	00	M #	
Doors/Knobs/Locks										
Flooring/Baseboards										
-										
Windows/Locks/Screens										
								Γ]	
•								Г		
Closet/Closet Doors/Tracks						_				
								Г	1	
Other						-				
Tenant Remarks for al	l be	dro	oms above:							
BATHROOMS: BATHROOM #						BV.	гыс	20		
							_	10°		
									_	
									_	
Windows/Locks/Screens									_	
Lights/Switches/Outlets			_			- 🗀			_	
Toilet/Tub/Shower									_	
Shower Door/Rail/Curtain										
Sink/Faucet/Drains		_	<u> </u>			- 7			1	
			□					L	_	
Towel/TP Rack(s)			Ц			_ 📙			<u> </u>	
Cabinets/Counters	Ш	\Box	□			_ 凵	Ш	L	J	
OtherBATHROOM #						D A :	ru,	200	2N/ #	
							4	HU	OM#_	
	$\overline{}$							L		
Doors/Knobs/Locks										
Doors/Knobs/Locks Flooring/Baseboards										
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings										
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens										
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains Exhaust Fan								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains Exhaust Fan								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains Exhaust Fan Towel/TP Rack(s)								_		
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains Exhaust Fan Towel/TP Rack(s) Cabinets/Counters Other										
Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Windows/Locks/Screens Lights/Switches/Outlets Toilet/Tub/Shower Shower Door/Rail/Curtain Sink/Faucet/Drains Exhaust Fan Towel/TP Rack(s) Cabinets/Counters										



Mov	e in condition:	N	0	N/A	Comments N	(0	N/A	Comments
12.	OTHER ROOMS:							_	
	Other Room								
4	Doors/Knobs/Locks Flooring/Baseboards								
	Walls/Ceilings								
	Window Coverings	7							
	Windows/Locks/Screens								
\mathbf{T}	Light Fixtures/Fans								
	Switches/Outlets								
	Closet/Closet Doors/Tracks	s 🗆							
	Other								
	Other								
	Additional Other Room	ns:_							
	Tenant Remarks for a	II Ot	her	Room	s above:				
13.	SYSTEMS/SAFETY/ SECURITY:								
	Furnace/Thermostat								
	Air Conditioner								
	Water Heater								
	Water Softener			□ -					
	Smoke/CO Detectors								
	Security System Security Window Bars								
	Other								
	Tenant Remarks:	_							
14.	GARAGE/PARKING:								
	Garage Door			_					
	Other Door(s)								
	Driveway/Floor								
	Cabinets/Counters					-			
	Light Fixtures								
	Switches/Outlets Electrical/Exposed Wiring	. 🗆							
	Window(s)								
	-								
15.	KEYS, REMOTES AND) DE	VIC	ES: Pr	ovide description and number of keys/rei	mot	es	devices.	
	House Keys				Other Keys				
	Remotes/Devices								
	PERSONAL PROPERT	Y: _							
17.	ADDITIONAL FEATUR	ES (OR I	TEMS	INCLUDED; ATTACHMENTS:				
MO	VE IN SIGNATURES:								
Ηοι	sing Provider (Rental	Pro	pert	y Own	er or Agent):				Date:
	-	-		-					
Ten	ant:								Date:
© 2	022, California Association of	REAL	TOR	S®, Inc	United States copyright law (Title 17 U.S. Code)	forb	ids	the unauth	norized distribution, display and reproduction of
CAL	IFORNIA ASSOCIATION OF R	EALT	ORS	®. NO F	ne or any other means, including facsimile or com EPRESENTATION IS MADE AS TO THE LEGAL V. PERSON QUALIFIED TO ADVISE ON REAL EST.	ALIC	OIT\	Y OR ACCU	JRACY OF ANY PROVISION IN ANY SPECIFIC
(:() \	ISHI LAN APPROPRIATE PRO	FES:	31()N/	ΔI Ihie	torm is made available to real estate protessionals th	ralia	ıh a	in adroomor	nt with or nurchase from the California Association
of RI NAT	EALTORS®. IT IS NOT INTENDED I IONAL ASSOCIATION OF REA	LTOF	entity RS® v	me user vho sub	as a REALTOR®. REALTOR® is a registered collection to its Code of Ethics.	ctive	me	embership i	mark which may be used only by members of the
R	Published and Distributed by: REAL ESTATE BUSINESS SERV a subsidiary of the CALIFORNIA								
8	A Subsidiary of the CALIFORNIA	10ES,	LLU. CIATIC	N OF RE	N TORS®				

a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

MII 12/22 (PAGE 4 OF 4)

Tenant's Initials

EQUAL HOUSING



NEW CONSTRUCTION PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM NCPA, Revised 12/22)

	OF	epared: FER: THIS IS AN OFFER FROM ("Buyer").
		THIS IS AN OFFER FROM ("Buyer"). FOR THE PURCHASE of the following described real estate together with the dwelling to be erected thereon and further described
	٥.	as: Lot/Unit No, Phase No, Plan/Elevation, Tract No,
		☐ Standard Subdivision, ☐ Planned Unit Development, ☐ Condominium (☐which will be created in a Condominium Plan),
		Recorded in Book of Maps at page Official Records of County,
		California, Address("Property").
	^	(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
		THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES. CLOSE OF ESCROW
	Σ.	(1) Close Of Escrow shall occur at the earlier of: (i) the time specified in paragraph 4B ("Closing Date") or (ii) no later than 10 Days after Buyer receives notice from Seller of the issuance of a certificate of occupancy from the applicable local government; Seller shall notify Buyer when work is completed and Seller intends to request the final inspection. If escrow does not close on or before the Closing Date, Seller shall, within 15 Days after the Closing Date, including all third-party charges (including but not limited to those specified in paragraphs 40 and 41) order all of Buyer's deposit refunded to Buyer (except for liquidated damages paid to Seller pursuant to paragraph 42, if applicable). In no event shall buyer be obligated to close escrow more than 1 year after Acceptance, unless, after Acceptance, Buyer and Seller agree in writing to a closing date beyond 1 year after Acceptance.
	_	(2) Seller agrees to complete construction of the Property and file a notice of completion thereon on or before 1 year after Acceptance of this Agreement, provided that Seller shall in no event be responsible for, and such 1 year time period shall be extended for, any delay due to acts of God, strike, labor dispute, or unavailability or shortage of materials necessary to complete construction of the Property.
2.		Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement. TIONAL ITEMS:
	A.	SELECTIONS: Buyer agrees to make any color and optional items selections, if applicable, from the choices offered by Seller or Seller's agents within 15 Days after such choices are offered. If Buyer does not make such selections within such time period, then Seller may make such selections, which shall be final. Buyer shall not have the right to make any such selection which would delay the Close Of Escrow.
		 UPGRADES: If, concurrent with or subsequent to the execution of this Agreement, Buyer requests any changes or extras from Seller, an Options and Upgrades addendum (C.A.R. Form NCOU), a copy of which is provided with this Agreement, shall be executed by Buyer and Seller, and Buyer shall deposit into escrow a cash deposit against the agreed cost of such changes or extras ("Option Deposit"). Note to Seller: For property sold subject to a public report, you must use the Options and Upgrades amendment provided with this NCPA or for any other options and upgrades amendment you intend to use you must submit them to, and have them be accepted by, the DRE. INCREASE IN PURCHASE PRICE: If after execution of this Agreement you select options and upgrades as provided in paragraph 2B(1), the total purchase price will increase by the amount of options and upgrades selected. TREATMENT OF OPTION DEPOSIT: The Option Deposit shall be held in escrow and be paid to Seller at closing. If escrow does not close and Seller deems Buyer is in default, disposition of the Option Deposit shall be made in accordance with the provisions of paragraph 42 of this Agreement, unless Otherwise Agreed. In the event of Seller default, any Option Deposit paid pursuant to this paragraph shall be returned to Buyer.
3.		ENCY: DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R.
		Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
		Seller's Brokerage FirmLicense Number
		Is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (Dual Agent). Seller's Agent License Number
		Seller's AgentLicense NumberLicense Number
		Buyer's Brokerage Firm License Number
		Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent). Buyer's AgentLicense Number
	D.	Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent). More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA). POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS). (If checked) REFERRAL LICENSEE: (print Firm Name) is a Referral Licensee only and shall be compensated Seller acknowledge that Referral Licensee has merely introduced Buyer to the Property and does not represent Buyer or Seller in this transaction. Buyer further acknowledges and agrees that any agency relationship with Referral Licensee, whether existing under a written or oral agreement or by implication, is terminated for this Property as of the date of Buyer's signature on this
		under a written or oral agreement or by implication, is terminated for this Property as of the date of Buyer's signature Agreement. Referral Licensee is not a part to this Agreement between Buyer and Seller. Note to Referral Licensee: confirm agency if checking this paragraph. If you later become an Agent in the transaction add a Confirmation Estate Agency Relationships at that time (C.A.R. Form AC).

EQUAL HOUSING

Pr	operty Address:			Date:	
4.	TERMS OF PURCHASE AND ALLOCATION OF (Referenced paragraphs provide further explanation.	COSTS: The items in This form is 18 pages.	this paragraph are cor The Parties are advise	ntractual terms of the Agre d to read all 18 pages.	ement

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	
A	6, 6B (cash)	Purchase Price	\$ (excluding options and upgrades)	☐ All Cash	
В	1D	Close Of Escrow (COE)	Days after Acceptance OR on (date) (mm/dd/yyyy)		
С	45	Expiration of Offer	3 calendar days after all Buyer Signature(s) or ☐ AM/ ☐ PM		
D(1)	6A(1)	Initial Deposit Amount	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Delivered to Escrow (or ☐ Seller) within 3 (or) business days after Acceptance by wire transfer OR ☐ Personal Check OR ☐	
D(2)	6A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR OR (date)	
D(3)	2, 6A(4)	☐ Option and Upgrade Deposit (Money placed into escrow for the purchase of optional or upgraded items concurrent with this contract.)	\$	Options and Upgrades purchased after execution of this Agreement may alter Purchase Price.	
E(1)	6C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ (% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain rate above 17 (or) Days after Acceptance	Conventional or, if checked, ☐ FHA ☐ VA (CAR Forms FVAC, HID attached) ☐ Seller Financing ☐ Other:	
E(2)	6C(2)	Additional Financed Amount Interest Rate Points	\$(% of purchase price) Fixed rate or \[Initial adjustable rate • not to exceed% • Buyer to pay up to points to obtain rate above	Conventional or, if checked, Seller Financing Other:	
E(3)	8A	Occupancy Type	Primary, or if checked, \square Secondary \square Investmen	nt	
F	6D	Balance of Down Payment	\$		
		PURCHASE PRICE TOTAL	\$		
G(1)	6E	Seller Credit, if any, to Buyer	\$\tag{ wof purchase price} (\tag number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR	
G(2)	ADDITIONAL	FINANCE TERMS:			
G(3)	21	☐ Seller agrees to pay the obligation Form SPBB attached). Seller's Broker's	of Buyer to compensate Buyer's Broker under soffer, if any, to compensate Buyer's Broker is unaf	r a separate agreement (C.A.R. ifected unless Otherwise Agreed	
H(1)	6B	Verification of All Cash (sufficient funds)	Attached to the offer or □ 3 (or) Days after Acceptance		
H(2)	7A	Verification of Down Payment and Closing Costs	Attached to the offer or \square 3 (or) Days after Acceptance		
H(3)	7B	Verification of Loan Application	Attached to the offer or \square 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval	
I			Intentionally Left Blank		
J	12	Public Report Status	☐ Final Public Report ☐ No Public Report Required ☐ Conditional Public Report ☐ Amended/Renewed Public Report	If Conditional Public Report is checked: Final Public Report shall be issued within ☐ 6 months or ☐ 30 months of the date of issuance of the Conditional Public Report.	
K	19	Final Verification of Condition	5 (or) Days prior to COE		
L	26	Assignment Request	17 (or) Days after Acceptance		

1	
	UAL HOUSING
UE	PORTINITY

NCPA REVISED 12/22 (PAGE 2 OF 18)	Buyer's Initials	 Seller's Initials

M	9	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
M(1)	9A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
M(2)	9B, 15	Investigation of Property	17 (or) Days after Acceptance	REMOVAL OR WAIVER OF
M(3)	9C, 18A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	CONTINGENCY: Any contingency in M(1)-M(7) may
M(4)	(4) 9D, 12 Review of Public Report		17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	be removed or waived by checking the applicable box above or attaching a Contingency Removal
M(5)	9E, 17 Preliminary ("Title") Report		17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	(C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against
M(6)	9F, 13F	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	Agent advice. See paragraph 9H.
M(7)	9G, 10C	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	
		Possession	Time for Performance	Additional Terms
N		Delivery of Possession	Upon notice of recordation	Property shall be delivered vacant unless Otherwise Agreed.
			On COE date	3
0			Intentionally Left Blank	
Р		Documents/Fees/Compliance	Time for Performance	
P(1)	18A	Seller Delivery of Documents	7 (or) Days after Acceptance	
P(2)	22C	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after Delivery	
P(3)	13F(2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance	
P(4)	32	Evidence of representative authority	3 Days after Acceptance	
Q	Allocation of	of Costs		
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	13A, 13B	Natural Hazard Zone Disclosure Report, including tax information	□ Buyer □ Seller □ Both	☐ Environmental ☐ Other ☐ Provided by:
Q(2)	22C	Escrow Fees	□ Buyer □ Seller □ Both	Escrow Holder:
G(2)	220		☐ Each to pay their own fees	
Q(3)	17G	Owner's title insurance policy	□ Buyer □ Seller □ Both	Title Company (If different from Escrow Holder):
Q(4)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(5)		County transfer tax, fees	□ Buyer □ Seller □ Both	
Q(6)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both	
Q(7)	13F(2)	HOA fee for preparing disclosures	Seller	
Q(8)	(=)	HOA certification fee	Buyer	
Q(9)		HOA transfer fees	□ Buyer □ Seller □ Both	Unless Otherwise Agreed, Seller
u (3)		TIOA transfer fees	Bayer Bother Both	shall pay for separate HOA move- out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	
Q(10)		Termite pre-spray or treatment	☐ Buyer ☐ Seller ☐ Both	
Q(11)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
Q(12)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
Q(13)		Report	☐ Buyer ☐ Seller ☐ Both	
Q(14)		Report	☐ Buver ☐ Seller ☐ Both	

1		<u> </u>	Ì
EQ	UAL F	IOUSI	NG

NICOA DEVICED 10/00 /DACE	$^{\circ}$		•
NCPA REVISED 12/22 (PAGE		- 10	ь

i iopei	ty Address:_					Date:
R	14	INSULATION INFO	RMATION:			
		Exterior Walls:	Туре		_ Thickness	R-Value
		Ceilings:	Туре		_ Thickness	R-Value R-Value R-Value
		Interior Walls:			_ Thickness	R-Value
S	40, 41	SELLER ESTIMATE				
		Credit Reports		Preliminary Title F	Reports	Escrow Services
		Appraisais		Loan Processing	Fees	
Т	36	WARRANTY BEING	i PROVIDED: Star	ndard Warranty or	r □ Seller's Limited W	/arranty
U	☑ Fair App	raisal Act: The Partie	s acknowledge r	eceipt of the att	ached Fair Apprais	al Act Addendum (C.A.R. Form FAAA)
V	I in this Agree	RMS: Other terms and coment. Note to Seller: is Agreement to, and	For property sol	d subject to a pe cepted by, the D	ublic report, you mu PRE.	ne rights or remedies reserved to Buyer elsewhere ust submit any addenda form(s) you intend to
5. PR		DVISORIES AND DIS				
	intended to Buyer's I Wildfire Wildfire Trust Ad REO Ad Other: ATTACHE (1) If chec I fine Mod Bon Not	ND SELLER ADVISO to be BUYER AND S Investigation Advisory and Advisory (C.A.R. I Disaster Advisory (C. Ivisory (C.A.R. Form I visory (C.A.R. Form I DISCLOSURES: cked, Buyer acknowled Public Report del Plan/Property Des nded Debt ice of Special Tax oke Detector wly converted condon E 2790.9 (for properti	EELLER ADVISORY (C.A.R. Form BForm WFA) A.R. Form WFD. (TA) REO) edges receipt of the scription	A) the following dis Conditional Put Zone Report Property Disclo HOA Documen Water Heater	rated into this Agi Fair Housing and Cal. Consumer I (Parties may also) Statewide Buyer Short Sale Inform Probate Advisor Other Sclosures: blic Report	d Discrimination Advisory (C.A.R. Form FHDA Privacy Act Advisory (C.A.R. Form CCPA) receive a privacy disclosure from their own Agent.) r and Seller Advisory (C.A.R. Form SBSA) mation and Advisory (C.A.R. Form SSIA) y (C.A.R. Form PA) Amended/Renewed Public Report Site Report Seller's Warranty Utility Disclosures Transportation Corridors
				l or occupied me	ore than 3 years pri	dditional disclosures:
Но	DITIONAL der.	TERMS AFFECTING				ds will be good when deposited with Escrov
A.	Seller DRE F Seller impou (2) INCRI Initial depos increa	AL DEPOSIT: Buyer s must have obtained a Regulation 2791.2. If :: If the purchase ag unded and held in a EASED DEPOSIT: In Deposit. If the Partie it into the liquidated of sed deposit is deliver	a bond or bonds Seller has not ob greement is sig neutral escrow creased deposit es agree to liquic damages amoun red to Escrow Ho	meeting the recotained such both ned under the value of t	quirements of B&P nd(s), then deposit authority of a co er B&P Code §§ 1 O(2)) to be delivered in this Agreement, ew liquidated dama	paragraph 4D(1). If being delivered to Seller Code §§ 11013.2(c) or 11013.4(b) or (c), and shall be delivered directly to Escrow. Note to nditional Public Report, all funds must be 1013.4(a) or 11013.2(a). do to Escrow Holder in the same manner as the they also agree to incorporate the increased ages clause (C.A.R. Form DID) at the time the row Holder in the same manner and subject to

- and if applicable an Options and Upgrade Addendum (C.A.R. Form NCOU), specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible
- liability and remedies if Buyer fails to deliver the deposit.

 B. ALL CASH OFFER: If an all cash offer is specified in paragraph 4A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 4H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.
- LOAN(S):
 - (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or
 - Other is checked in paragraph 4E(1).

 (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 4E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 4E(2).

 (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine
 - the status of any Buyer's loan specified in **paragraph 4E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 7B**, Buyer shall Deliver the updated contact information within **1** Day of Seller's request.

1	全
	UAL HOUSING

NCPA REVISED 12/22 (PAGE 4 OF 18)

Buyer's Initials _

Seller's Initials _

Property Address: Date:

- (4) FHA/VA: If FHA or VA is checked in paragraph 4E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 4E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender

ADDITIONAL FINANCING TERMS: 7.

- VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs
- may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 7B.

 VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 4H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 4E**. If any loan specified in **paragraph 4E** is an adjustable
- rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 4B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

CLOSING AND POSSESSION:

OCCUPANCY: Buyer intends to occupy the Property as indicated in paragraph 4E(3). Occupancy may impact available

CONDITION OF PROPERTY ON CLOSING:

(1) Seller agrees to complete, in a good workmanlike manner, the improvements upon the Property, and shall furnish all labor and materials. Such improvements shall be constructed substantially in conformance with the plans and specifications on file with, and approved by, the appropriate governmental authorities.

- (2) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
 (3) No custom work may be performed by Buyer on the Property until after the Close Of Escrow.
 CHANGES IN CONSTRUCTION FROM MODEL: The model plan or property description represents the intended proposal and should indicate items included in the purchase. Buyer acknowledges that Seller's models or descriptions may not reflect exactly the Property which could be due to changes in design and components made after the construction of the models. Buyer also acknowledges that Seller reserve the right to make changes mandated by the building inspectors or other governmental Uniform Building Code enforcement officials, and that Buyer's consent shall be required only if such changes are material or substantial in nature. If Buyer does not consent, Buyer shall have the right to cancel this Agreement in writing and to recover all deposits paid. Acceptance of title by Buyer at Close Of Escrow shall satisfy all consent requirements.
- At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall
- Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, and present the District of the District of the Contract of the District of the Contract onnected devices included in the purchase price, garage door openers, and all items included in this Agreement. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association "HOA") to obtain keys to accessible HOA facilities

CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 4M(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this

Agreement, unless Otherwise Agreed.

NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 4M(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 4M(2), contingent upon Buyer's acceptance of

the condition of, and any other matter affecting, the Property.

REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 4M(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 18A.

REVIEW OF PUBLIC REPORT: This Agreement is, as specified in paragraph 4M(4), contingent upon Buyer's review and approval of the Public Report specified in paragraph 4J and signing DRE form RE 614E, "Receipt for Public Report."

1	全
	UAL HOUSING

NCPA REVISED 12/22 (PAGE 5 OF 1	B))
---------------------------------	----	---

Property Address:	Date:
E. TITLE:	
 This Agreement is, as specified in paragraph 4M(5), contingent upon Buyer's ability 	to obtain the title policy provided for
in paragraph 17G and on Buyer's review of a current Preliminary Report and items t	
if not on record or not specified in the Preliminary Report, and satisfying Buyer regardi	ing the current status of title. Buyer is
advised to review all underlying documents and other matters affecting title, including	, but not limited to, any documents or
deeds referenced in the Preliminary Report and any plotted easements.	•

Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 4M(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under

paragraph 13F ("Cl Disclosures")

- BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 10C**, is, as specified in **paragraph 4M(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 4M(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or liened items.
- REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice

REMOVAL OF CONTINGENCY OR CANCELLATION:

- For any contingency specified in paragraph 4M, 9, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 For the contingencies for review of Seller Documents, Public Report, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 4M or 5 Days after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform C.A.R. Form NBP), shall have the right to cancel this Agreement.

10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this Agreement, the model plan/property description, or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

ITEMS INCLUDED IN SALE: Items included are those specifically indicated in this Agreement, the model plan/property

description, or as Otherwise Agreed.

- LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 4P(1), shall (i) disclose to Buyer if any item or system specified in this Agreement or otherwise included in the sale is leased, or not owned by Seller, or is subject. to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

 11. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs in 4Q only determines
- who is to pay for the inspection, report, test, certificate or service mentioned; unless Otherwise Agreed they do not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 4Q, or 4U, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 4P(1).

 12. PUBLIC REPORTS: The following information describes the current status of the public report process specified in paragraph 4J.

FINAL PUBLIC REPORT: A public report is required to be delivered to Buyer prior to the execution of this Agreement.

NO PUBLIC REPORT REQUIRED: No public report is required.

- CONDITIONAL PUBLIC REPORT: If the Property is subject to a Conditional Public Report under the B&P Code, escrow will not close, funds will not be released from the escrow, and any interest contracted for and the subject of the escrow will not be conveyed until a current Final Public Report is delivered to Buyer. Furthermore, the entire sum of money paid or advanced by Buyer shall be returned to Buyer under B&P Code § 11013.4(a) or 11013.2(a) if (i) the Final Public Report has not been issued within time specified in **paragraph 4J**. Buyer has the ability to cancel the Agreement if the Final Public Report has not been issued unless a conditional public report is renewed for another 6 months, or (ii) the Buyer is dissatisfied with the Final Public Report because of a change pursuant to B&P Code § 11012.

 AMENDED/RENEWED PUBLIC REPORT: An amended/renewed public report is required to be delivered to Buyer prior to
- execution of this Agreement.

13. DISCLOSURES:

- STATUTORY DISCLOSURES WHEN NO PUBLIC REPORT IS REQUIRED:
 - TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:
 - (A) Seller shall, within the time specified in paragraph 4P(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).



NCPA REVISED 12/22 (PAGE 6 O	F 18)
------------------------------	-------

(B) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section III) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all provious sections if applicable, have been completed. Note that the provious sections of the TDS shall be Signed after all provious sections. previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be

(C) Seller shall, within the time specified in **paragraph 4P(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

- In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.

 (2) DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is
- located in a high or very high fire hazard severity zone, Seller shall, within the time specified in paragraph 4P(1), Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

WAIVER PROHIBITED: Waiver of Statutory and other Disclosures in paragraph 13 are prohibited by Law.

RETURN OF SIGNED COPIES: Buyer shall, within the time specified in paragraph 4M(3) OR 5 Days after Delivery of any disclosures specified in paragraph 13 and defensible space addendum in paragraph 13A(2), whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

TERMINATION RIGHTS:

- (A) Statutory and Other Disclosures: If any disclosure specified in paragraphs 13A(1) and (2), or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within 3 Days after Delivery in person, or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure, and shall not have the right to cancel deemed to have approved the disclosure and shall not have the right to cancel
- (B) **Defensible Space Compliance:** If, by the time specified in **paragraph 13A(4)**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller,
- regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

 NATURAL HAZARD ZONES: If a Natural Hazard Disclosure Statement is not required under paragraph 13A(1)(A), Seller shall, within the time specified in paragraph 4P(1), disclose if Property is located in any of the following: Special Flood Hazard Areas; Potential Flooding (inundation) Areas, Very High Fire Hazard Severity Zones; State Fire Responsibility Areas; Earthquake Fault Zones; Seismic Hazard Zones; or any other federal, state, or local designated zone for which disclosure is required by Law.

 WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding Law AND the qualified substitute Delivers to Buyer and Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- 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 Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

 NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply
- Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines is available to the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in the sarea.)
- CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - Seller shall, within the time specified in paragraph 4P(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).



Property Ad	ldress:	Date:
(2)	If the Property is a condominium or is located in a planned development or other com Seller shall, within the time specified in paragraph 4P(3) , order from, and pay any the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C. any pending or anticipated claim or litigation by or against the HOA; (iii) a statemen designated parking and storage spaces; (iv) Copies of the most recent 12 months meetings; (v) the names and contact information of all HOAs governing the Property restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures.	y required fee for the following items to .A.R. Form HOA-RS); (ii) disclosure of at containing the location and number of of HOA minutes for regular and special y; (vi) pet restrictions; and (vii) smoking sures received from the HOA and any CI
	Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposition management company to pay for any of the above.	sit tunds into escrow or direct to HOA or
G. SO	LAR SYSTEMS: For properties with any solar panels or solar power systems, So	eller shall, within the time specified in
par	ragraph 4P(1), Deliver to Buyer all known information about the solar panels or so	

NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 4P(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for

those zones

PROPOSITION 65 WARNING

MATERIALS INCLUDED IN THE CONSTRUCTION OF THIS HOUSE WILL EXPOSE YOU TO FORMALDEHYDE, A SUBSTANCE KNOWN TO CAUSE CANCER. FURTHER INFORMATION MAY BE OBTAINED FROM THE BUILDER/

The following information is intended to explain the warning furnished by Seller of this home for exposures to formaldehyde, a substance known to the State of California to cause cancer. The exposures are caused by materials of which the house is or will

The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products purchased by Seller from materials suppliers. These materials include carpeting, pressed wood products, insulation, plastics, and glues.

This home, if constructed prior to entering into this Agreement, has not been tested, and if constructed after entering into this Agreement, will not be tested. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. In the absence of specific information on these homes, and in light of the materials used in their construction, Seller believes that a warning is necessary.

Buyer may have further questions about these issues. Seller is willing to share any further information Seller has obtained and will provide, upon request, a list of known materials suppliers that may be contacted for further information, and whether any inquiry has been made by Seller.

- KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 4P(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 14. INSULATION: The Federal Trade Commission requires that a new home seller must include in every new home sales contract the following information regarding type, thickness, and R-value of insulation to be installed in each part of the residence and is specified in paragraph 4R.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY: Buyer shall, within the time specified in paragraph 4M(2), have the right, at Buyer's expense unless Otherwise Agreed, complete all Buyer Investigations (does not include access to the Property), approve all disclosures reports, and other applicable information; and approval all other matters affecting the Property (including those concerning the registered sex offender database on **paragraph 13D**).

 16. ENTRY UPON PROPERTY

- Buyer agrees to cooperate with Seller in the construction of the Property in accordance with the terms of this Agreement. Buyer understands that, in order to allow work to progress in an orderly fashion, no interference with the work may be permitted. Because of requirements of the California and Federal Occupational and Safety and Health Acts, as well as insurance requirements of Seller and its subcontractors, Buyer further understands and agrees that Buyer may not enter upon the construction site. Should Buyer or Buyer's guests or agents visit the Property prior to Close Of Escrow, Buyer agrees to indemnify and hold Seller harmless from any and all liability, claims, demands, damages, and costs arising from, or related to, Buyer's or Buyer's guests' or agents' entry upon the Property.
- After this Agreement is fully executed and during the term of the escrow, neither Buyer no Buyer's agent may enter upon the
- Property for the purpose of showing the Property to any prospective purchaser thereof from Buyer.

 After this Agreement is fully executed and during the term of escrow, Buyer shall not place any signs on, about, or near the Property without the prior written consent of Seller.

17. TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 4P(1)**, be provided a current Preliminary Report by the person responsible for paying for the title policy in **paragraph 4Q(3)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.



NCPA REVISED 12/22 (PAGE 8 OF 1	8) Buyer's Initials _
---------------------------------	--------------------------------

Seller's Initials

Property Address: Date:

Seller shall, within the time specified in paragraph 4P(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.

If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on

where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the Proliminary Report Buyer will receive the policy. policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy

as specified in this paragraph.

18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 4P(1), Deliver to Buyer all reports,

disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 10C, 11, 13A(1) and (2), 13B, 13C, 13F, 13G, 13I, 17A, 17D, 32, 34, 35, and 36. This paragraph does not apply to the delivery of the Public Report. See paragraphs 4 and 12 for Public Report delivery requirements.

BUYER REVIEW OF DOCUMENTS; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in **paragraph 4M** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 10C**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other

Disclosures Delivered by Seller in accordance with paragraph 13A(4).

Buyer shall, by the end of the times specified in paragraph 4M (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible is not Delivered within the time specified in paragraph 4M(3-7), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 4M, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the

contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 13A(1)(D).

Continuation of Contingency: Even after the end of the time specified in paragraph 4M and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a paragraph 18C (1) Seller may not cancel this Agreement pursuant to paragraph 18C(1).

SELLER RIGHT TO CANCEL:

(1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform NBP), may cancel this Agreement. In such event, Seller shall authorize the

Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 4D(1-3) or if the funds deposited pursuant to paragraph 4D(1-3) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 6C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 6C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 6B or 7A; (v) Deliver a letter as required by paragraph 7B; (vi) In writing assume or accept leases or liens specified in paragraph 9G; (vii) Return Statutory and Other Disclosures as required by paragraph 13A(4); (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 17E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 6A(2) and 42; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 32; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant

to this Agreement prior to Buyer's cancellation. **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 4P(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.



Property Address: Date:

(3) BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 9, or Otherwise Agreed, so long as that contingency has not already been

- NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to Perform any following the Seller to Perform and Days prior to the Scheduled Performance Days to Perform any following the Seller to Perform and Days prior to the Scheduled Performance Days to Perform any following the Seller to Perform and Days prior to the Scheduled Performance Days to Perform and Days prior to the Scheduled Performance Days to Perform and Days prior to the Scheduled Performance Days to Perform and Days prior to the Scheduled Performance Days to Perform and Days prior to the Scheduled Performance Days to Perform and Days prior to the Scheduled Performance Days to P or cancel this Agreement or meet an obligation specified in **paragraph 18**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform with the specified timeframe. **EFFECT OF REMOVAL OF CONTINGENCIES:**(1) **PERMOVAL OF BLIVER CONTINGENCIES:**
- - REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing

(2) REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to

- proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

 G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed
- providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

 19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property accompanied by Seller within the time specified in paragraph 4K, NOT AS A CONTINGENCY OF THE SALE, but solely for the purpose of preparing a list of corrective work, if any, which may be necessary. Seller shall provide Buyer with notice at least 3 Days prior to the date on which the Property is to be inspected and shall have the right to accompany Buyer on such inspection. Buyer's failure to make the final inspection on the agreed date, the existence of minor defects in the welling, or any corrective work agreed to be performed by Seller pursuant to this paragraph shall not cause a delay in the Close Of Escrow or entitle Buyer to withhold any portion of the purchase price. Seller shall, prior to or after the Close Of Escrow, proceed diligently to complete all corrective work agreed to and acknowledged by Buyer and Seller in writing in a reasonably prompt manner in accordance with Seller's Warranty.

 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments,
- and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:
 - **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

1	^	P
EQ	UAL HOUSI	NG
O.E.	PORTINI	τv

Property	Address:	Date:
1 TOPELLY	Addiess	_ Daie

C. REFERRAL LICENSEE COMPENSATION: (If checked in paragraph 3E, Seller or Buyer, agree that Referral Licensee shall be compensated the amount specified in paragraph 3E. Note to Referral Licensee: Agency relationships can be established by conduct notwithstanding the classification as a referral licensee in the Agreement. 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 4A, 4B, 4D-G, 4P(2), 4Q, 4U, 6A(1-3) 6D, 6E, 11, 13F(2), 17 (except 17D), 18H, 20, 21A, 22, 26, 29, 31, 45, 46, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which
- Escrow Holder need not be concerned.

 IF PROPERTY IS SUBJECT TO A PUBLIC REPORT OR EXEMPT FROM A PUBLIC REPORT PUSUANT TO BUSINESS AND PROFESSIONS CODE § 11010.4, THE FOLLOWING ADDITIONAL ESCROW INSTRUCTIONS APPLY:
 - (1) BLANKET ENCUMBRANCE: Not as a condition of Seller's duty to complete construction under paragraph 1D(2), but solely for the benefit of Buyer, the escrow shall not close, funds shall not be released from escrow, and title shall not be conveyed to Buyer, until all of the following conditions have been met: (i) Seller has complied with the purchase money handling requirements of B&P Code §§ 11013, 11013.1, 11013.2, or 11013.4, as applicable; and (ii) Buyer has been provided a policy of title insurance showing that the Property is free and clear of any blanket encumbrances as defined in § 11013. For purposes of compliance with § 11013.2(a), a release from a blanket encumbrance resulting from a deed of trust or mortgage shall require satisfaction with either of the following: (a) an instrument has been duly recorded unconditionally reconveying and releasing the Property from the lien or charge of such deed of trust; or (b) Buyer is notified that an agreement or demand constituting a release agreement as defined in DRE Regulation 2791.1(b)(2)(A) has been duly deposited with Escrow Holder and is available to Buyer on request for each deed of trust, and Buyer will be provided with a policy of title insurance insuring
 - Buyer against loss by reason of such deed of trust.

 COMMON INTEREST SUBDIVISION: If Seller discloses property is in a common interest subdivision, as required under paragraph 13F, the attached Common Interest Subdivision Supplemental Escrow Instructions (C.A.R. Form NCEI) are made a part of this Agreement. Note to Seller: For property subject to a public report, you must use the Common Interest Subdivision Supplemental Escrow Instructions provided with this NCPA or for any other supplemental escrow instructions you intend to use you must submit them to, and have them be accepted by, the DRE.

 (3) If escrow does not close within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the

closing date in writing, and the failure to close escrow is not due to the default of Buyer, escrow is to be cancelled and all funds

in escrow immediately returned to Buyer upon Buyer's request.

Subject to the requirements of Civil Code §§ 1675(c) or (d), 1676, 1677, and 1678, if funds deposited in escrow by Buyer and the Buyer and the Buyer are the funds of the funds have been disbursed on Seller's instructions as permitted by DRE Regulation 2791, the funds expended by Seller shall be reimbursed to escrow within 15 Days after Seller's failure to perform within 1 year after Acceptance of this Agreement, and Buyer and Seller have not extended the closing date in writing, and those funds shall be immediately returned to Buyer from escrow.

Escrow shall not close until Escrow Holder has received written notice from a title insurance company that each and every encumbrance, including without limitation, any mortgage or deed of trust, filed of record prior to the time of recording of the Declaration of Covenants, Conditions, and Restrictions has either been (i) fully reconveyed or (ii) expressly subordinated to the Declaration of Covenants, Conditions, and Restrictions.

Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with his Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 4P(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 4, 9, 11, 13 or elsewhere in this Agreement.

A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 13C**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts

Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this

Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upón request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 6A(1). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.



Property Address: Date:

A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

- 23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers "Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing
- 24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

 25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as

- provided in paragraph 43.

 26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 7B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 4L**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SEVERABILITY: If any term, condition, or provision of this Agreement is declared illegal or invalid for any reason by a court of
- competent jurisdiction, or arbitrator, the remaining terms, conditions, and provisions shall, nevertheless, remain in full force and effect.

 28. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

 29. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - В. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 3.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all
 - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the
 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real

 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction. "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - "Ďay" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.



K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 18. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

"DRE" means the Department of Real Estate.

- "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures
- "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- O. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 45 or

paragraph 46.
"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
"Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property

- provided for under this Agreement.

 R. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

 TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its
- 31. 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 45 or 46 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 and Escrow Holder, within the time specified in paragraph 4P(4), 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).
- 33. DOCUMENTATION TO SUBSEQUENT PURCHASERS: Buyer is instructed to give any subsequent purchasers all documents related to the sale and purchase that Buyer receives from Seller.
- MAINTENANCE RECOMMENDATIONS: Provided with the Agreement are Copies of all builder maintenance and preventative maintenance recommendations.
- MANUFACTURED PRODUCTS MAINTENANCE AND LIMITED WARRANTIES: Provided with the Agreement are Copies of all manufactured products maintenance, preventative maintenance, and limited warranty information.

SELLER'S WARRANTY:

- As specified in paragraph 4T, Seller shall provide the following warranty:
 - STANDARD WARRANTY: Seller shall provide the following warranty:

 STANDARD WARRANTY: Seller warrants the Property against defective materials and workmanship (i) for sales subject to Civil Code §§ 895-945.5, for a minimum period of time established by those code sections, or (ii) for Sales not subject to Civil Code §§ 895-945.5, for a period of 1 year from the date of possession. In either (i) or (ii), Seller's Warranty only applies if Seller receives notice of such defect(s) within the warranty period. Items or defects that were inspected and approved under paragraph 19 or thereafter, minor settling cracks, damage caused by Buyer or movers, or damage due to alterations or additions made other than by Seller, are excluded from Seller's Warranty. For defects that are covered by the Seller's Standard Warranty, Seller will, within a reasonable time, at Seller's option repair or replace any covered defect in the
 - (2) LIMITED WARRANTY: Seller shall provide Buyer with a Limited Warranty against defective materials and workmanship, which will be evidenced by the documents delivered and effective upon Close Of Escrow. Note to Seller: For property sold subject to a public report, for any Limited Warranty you intend to attach to this Agreement you must submit them to, and have them be accepted by, the DRE. A Copy of such warranty shall be provided to Buyer within the time specified in paragraph 4P(1).

Seller shall not be liable for, or have any obligation to provide, warranty services with respect to any defect expressly accepted by Buyer and Close Of Escrow.

THE SELLER'S STANDARD OR LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS, AND IN LIEU OF ANY STRICT LIABILITY OF SELLER IN TORT, TO THE EXTENT SUCH LIABILITY MAY BE DISCLAIMED UNDER CALIFORNIA LAW. THE SELLER'S WARRANTY ALSO EXCLUDES LIABILITY FOR CONSEQUENTIAL DAMAGES TO THE EXTENT THAT SUCH LIABILITY MAY BE DISCLAIMED UNDER CALIFORNIA LAW.



Pro	perty	Address:					_ Date:	
	D.	WHETHER OR NOT SELLER WARRANTS KNOWN MATERIAL FACTS, AND TO MAKE	S ANY /	ASPECT O	F THE PROPERTY	, SELLER IS C	BLIGATE	TO DISCLOSE
	E.	Buyer and Seller understand and acknowledg	e that Br	rokers or Re	ferral Licensee shall	not be liable for	any breach	of this paragraph.
37.	BUI	LDÉR LIMITED CONTRACTUAL WARRAN anties not specified in paragraph 36 of this A	ITIES: F	Provided wi	th this Agreements	are Copies of a	ıll builder li	mited contractual
	а рі	iblic report, for any Limited Warranty you	intend	to attach t	o this Agreement	you must subm	nit them to	, and have them
	be a	accepted by, the DRE.						
38	. PRO	OCEDURES FOR ACTIONS ON CONSTRUM, this sale is governed by Civil Code §§ 895	-945.5 a	and all of the	e terms of paragrap	h 38 apply.		
	`	By initialing here, Buyer's Initials/_sale is NOT governed by Civil Code §§ 895-9	945.5 an	Seller's Init id paragra p	ials/ ohs 38A-E do not ap	, Buyer and Soply.	Seller are a	agreeing that this
		WARNING: DO NOT INITIAL HERE UNLI	ESS BO	TH PARTII	ES INTEND TO OP	TOUT OF CIVIL	CODE §§	895-945.5
	A.	"Notice: California law establishes procedures impa construction defect. These procedures impa Part 2 of Division 2 of the California Civil Cod	act the le	egal rights (of a homeowner. The	e filing of any a hese procedure	action relat s may be fo	ted to a claimed ound in Title 7 of
	B.	Escrow Holder Instruction: By signing thi language specified in quotes in paragraph 38	s docur	ment, the P	arties are instructin	g Escrow Holde	er to insert	in the deed the
	C.	☐ If not previously provided to Buyer, o Agreement is a Copy of California Civil C	r separ	ately prov	ided as an adden	dum to this Ag	reement,	attached to the
		a copy in the EPubs library in zipForm®.)						-
	D.	By initialing here, Buyer and Seller acknowled Code §§ 895-945.5 provided.						
		Buyer's Initials _				Seller's Initia	als	J
	E.	AGENT FOR NOTICE: Claims and requests 4 of Title 7 of Part 2 of Division 2 of the Califo	for infori rnia Civi	mation relat il Code com	ing to construction on the contraction of the contraction with § 910 in the contraction of the contraction o	defect allegations may be made to	s made pur the follow	suant to Chapter ing person at the
		following address:	eller ack	nowledge tl	nat each has read ai	nd understands	this paragr	aph .
		Buyer's Initials		•		Seller's Initia		•
39	NOI	N-ADVERSARIAL PROCEDURE OF CALIFO				ngage in the no	n-adversar	ial procedure set
	forth Buy sol (in California Civil Code § 914 for construction er and Seller agree to be bound by the alterna I subject to a public report, for any addence n be accepted by, the DRE.	defect of	claims, unle cedure, set	ss initialed in this pa forth in the attached	ragraph. If initia Addendum. No	led here, Se te to Selle	eller opts out and er: For property
	uiei						_	_
١.,	V A DI				TAID TO ODT OUT (
L	VAKI	NING: DO NOT INITIAL HERE UNLESS BO	IH PAF	RIJES INTE	TO OPT OUT	OF NON-ADVER	SARIAL P	ROCEDURES
40.	PUF	CHASE MONEY DISTRIBUTIONS TO THIR	D PARI	ΓIES: Pursu	ant to DRE Regulati	on 2791(b), cert	ain distribu	tions and charges
	may	be made against Buyer's deposits to Seller.	These	charges un	der Regulation 2791	I(b), and the Se	ller Estimat	tes for Third Party
41.	RE1	rges, are set forth in paragraph 4S . ENTION OF BUYER DEPOSITS IN THE EV	ENT OF	BUYER D	EFAULT: In the eve	ent Seller has us	ed Buyer's	deposits pending
		summation of this Agreement, Seller shall immuyer's deposits so used.	nediately	y, upon alle	ging Buyer's default	, transmit to Esc	row Holder	funds equal to all
		.,						
							r	•



Property Address: Date: 42. LIQUIDATED DAMAGES: IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BY REASON OF

DEFAULT OF BUYER, SELLER MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF THE DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INTIALS HERE, AND SELLER AGREE THAT:

THE SUMS PAID ON DEPOSIT PURSUANT TO PARAGRAPHS 4D(1) AND 7A HEREOF PLUS ANY AMOUNTS PAID FOR ADDITIONAL ITEMS, EXTRAS AND/OR CUSTOMER SELECTED MATERIALS ORDERED BY BUYER ("PURCHASE MONEY DEPOSIT") SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO SELLER IS BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BECAUSE OF A DEFAULT

THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF THE DEFAULT OF BUYER.

C. LIQUIDATED DAMAGES SHALL BE PAYABLE TO SELLER OUT OF BUYER'S DEPOSIT TOWARD PURCHASE OF THE PROPERTY ACCORDING TO THE FOLLOWING PROCEDURES:

(1) SELLER SHALL GIVE WRITTEN NOTICE ("SELLER'S NOTICE AND DEMAND"), IN THE MANNER PRESCRIBED BY SECTION 116.340 OF THE CODE OF CIVIL PROCEDURE FOR SERVICE IN A SMALL CLAIMS ACTION, TO ESCROW HOLDER AND TO BUYER THAT BUYER IS IN DEFAULT UNDER THE CONTRACT AND THAT SELLER IS DEMANDING THAT ESCROW HOLDER REMIT THE PURCHASE MONEY DEPOSIT TO SELLER AS LIQUIDATED DAMAGES UNLESS, WITHIN 20 DAYS, BUYER GIVES ESCROW HOLDER BUYER'S WRITTEN OBJECTION TO DISBURSEMENT OF PURCHASE MONEY AS

LIQUIDATED DAMAGES ("BUYER'S OBJECTION").
(2) BUYER HAS A PERIOD OF 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND IN WHICH TO GIVE ESCROW HOLDER BUYER'S OBJECTION.

- (3) IF BUYER FAILS TO GIVE ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND: (i) ESCROW HOLDER SHALL PROMPTLY REMIT THE AMOUNT DEMANDED TO SELLER; AND (ii) SELLER IS RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER.
- (4) IF BUYER GIVES ESCROW HOLDER BUYER'S OBJECTION WITHIN 20 DAYS FROM THE DATE OF RECEIPT OF SELLER'S NOTICE AND DEMAND, THEN THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES, AND EVERY OTHER CAUSE OF ACTION THAT HAS ARISEN BETWEEN BUYER AND SELLER UNDER THIS AGREEMENT, SHALL BE DECIDED IN ACCORDANCE WITH PARAGRAPHS 43 AND 44 OF THIS AGREEMENT.
- (5) IF THE DETERMINATION AS TO WHETHER SELLER IS ENTITLED TO THE DISBURSEMENT OF PURCHASE MONEY AS LIQUIDATED DAMAGES IS REFERRED TO ARBITRATION, ANY FEE TO INITIATE ARBITRATION SHALL BE PAID BY SELLER, BUT THE COST OF ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR.

SELLER AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM BY BUYER ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH,

AND PURSUANT TO, THE PROVISIONS OF THIS PARAGRAPH.

REMITTANCE OF THE AFORESAID LIQUIDATED DAMAGES TO SELLER SHALL PRECLUDE ANY RIGHT OF ACTION SELLER MAY HAVE TO CONTEST THE REASONABLENESS OF THE AMOUNT ACTUALLY PAID AS LIQUIDATED DAMAGES OR THE VALIDITY OF THIS LIQUIDATED DAMAGES PROVISION.

NOTE 1: CIVIL CODE SECTION 1675(D) IS APPLICABLE TO THIS PROVISION. SECTION 1675(D) PROVIDES "IF THE AMOUNT ACTUALLY PAID PURSUANT TO THE LIQUIDATED DAMAGES PROVISION EXCEEDS 3 PERCENT OF THE PURCHASE PRICE, THE PROVISION IS INVALID UNLESS THE PARTY SEEKING TO UPHOLD THE PROVISION ESTABLISHES THAT THE AMOUNT ACTUALLY PAID IS REASONABLE AS LIQUIDATED DAMAGES.

NOTE 2: IF THE PROPERTY IS AN ATTACHED RESIDENTIAL CONDOMINIUM LOCATED WITHIN A STRUCTURE OF 10 OR MORE RESIDENTIAL CONDOMINIUM UNITS AND PARTIES HAVE AGREED TO LIQUIDATED DAMAGES IN THIS ADDENDUM, SELLER'S RETENTION OF ANY AMOUNT IS EXCESS OF 3 PERCENT OF THE PURCHASE PRICE SHALL BE SUBJECT TO CALIFORNIA CIVIL CODE §1675(F).

43. MEDIATION:

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agent(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

The fees necessary to initiate the mediation shall be advanced by Seller, with the costs of the mediation to be borne as determined by the parties. If the parties cannot resolve their dispute through mediation and they proceed to arbitration or court, then the costs of mediation shall be borne as determined by the arbitrator of judge.



NCPA REVISED 12/22 (PAGE 15 OF	18)
--------------------------------	----	---

Buy	er's	Init	ia	ls

Property Address: Date:

B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 44B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 44C; and (iii) Agent's rights and obligations are further specified in paragraph 44D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

44. ARBITRATION OF DISPUTES:

- THE PARTIES AGREE THAT ANY CONTROVERSY BETWEEN THEM REGARDING LIQUIDATED DAMAGES, TERMINATION OF THIS AGREEMENT BEFORE CLOSE OF ESCROW, BUYER'S INTEREST IN THE PROPERTY OF OTHER ISSUES WHICH ARISE BEFORE CLOSE OF ESCROW, INCLUDING CONTROVERSY CREATED BY CONFLICTING NOTICES BY BUYER AND SELLER, AND THE DISPOSITION OF FUNDS HELD BY ESCROW HOLDER SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED THAT THOSE RULES ARE CONSISTENT WITH THE FOLLOWING REQUIREMENTS:
 - (1) THE FEES NECESSARY TO INITIATE THE ARBITRATION SHALL BE ADVANCED BY SELLER, WITH COSTS AND FEES (INCLUDING ONGOING COSTS AND FEES) TO BE PAID AS AGREED BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON THE PAYMENT OF SUCH COSTS AND FEES, ALL COSTS AND FEES OF THE ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATION.
 - (2) THE ARBITRATION SHALL BE ADMINISTERED BY A NEUTRAL AND IMPARTIAL PERSON(S).
 - (3) A NEUTRAL AND IMPARTIAL INDIVIDUAL(S) SHALL BE APPOINTED TO SERVE AS ARBITRÁTOR(S) WITHIN THE SPECIFIED PERIOD OF TIME, WHICH SHALL IN NO EVENT BE MORE THAN 60 DAYS FROM THE ADMINISTRATOR'S RECEIPT OF A WRITTEN REQUEST FROM A PARTY TO ARBITRATE THE CLAIM OR DISPUTE. THE PROVISIONS OF SECTION 1297.121, OR 1297.124 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.
 - (4) THE VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE PROPERTY IS LOCATED
 - UNLESS THE BUYER AND SELLER AGREE TO SOME OTHER LOCATION.

 (5) THE ARBITRATION SHALL BE COMMENCED PROMPTLY AND TIMELY IN ACCORDANCE WITH THE RULES OF ARBITRATION. IF THE RULES OF ARBITRATION DO NOT SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN IT SHALL COMMENCE ON A DATE AGREED TO BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON AN ARBITRATION COMMENCEMENT DATE, IT SHALL COMMENCE ON THE DATE DETERMINED BY THE ARBITRATOR(S).
 - (6) THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH RULES AND PROCEDURES WHICH ARE REASONABLE AND FAIR TO BUYER AND SELLER. THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL RULES OF ARBITRATION IN EFFECT AS OF THE DATE OF THIS AGREEMENT SHALL BE DEEMED IN COMPLIANCE WITH THIS REQUIREMENT. THE ARBITRATION SHALL CONCLUDE PROMPTLY AND TIMELY.

 - (8) THE ARBITRATOR(S) ARE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION
 - (9) JUDGMENT UPON THE DECISION RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED INTO ANY COURT HAVING PROPER JURISDICTION.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) 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; and (iii) an unlawful detainer action.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS; REFERRAL LICENSEE: Neither Agents nor Referral Licensee shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agent(s) or Referral Licensee
- participating in mediation or arbitration shall not be deemed a party to this Agreement.
 "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING
 OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY
 NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY FIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION. YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES	ARISING	OUT OF
THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL	. ARBITRA	TION."

Buyer's Initials/	Seller's Initials/	



Pro	perty	y Address:	Date:
45.	A.	date and time specified in paragraph 4C, the offer is Signed Buyer's Authorized Agent. Seller has no obligation to resp	ed and the deposit, if any, shall be returned to Buyer unless by the d by Seller and a Copy of the Signed offer is Delivered to Buyer or cond to an offer made. ted, a Representative Capacity Signature Disclosure (C.A.R.
		Form RCSD) is not required for the Legally Authorized S	igners designated below.)
	1	(2) This Agreement is being Signed by a Legally Authorized See paragraph 32 for additional terms. (3) The paragraph 32 for additional terms.	estate, partnership, holding a power of attorney or other entity. Signer in a representative capacity and not in an individual capacity.
		 (4) If a trust, identify Buyer as trustee(s) of the trust or by sir or Doe Revocable Family Trust) (5) If the entity is a trust or under probate, the following is the 	nplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee
		The NCPA has 18 pages. Buyer acknowledges receipt of, a make up the Agreement. BUYER SIGNATURE(S):	nd has read and understands, every page and all attachments that
	O.	inature) By,	Date:
	(Sig		
		Printed name of BUYER:	
	/C:		Title, if applicable,
	(Sig	nature) By,	Date:
		MORE THAN TWO SIGNERS, USE Additional Signature Add	Title, if applicable,
		MORE THAN TWO SIGNERS, USE Additional Signature Add	gendum (C.A.R. Form ASA).
46.		CEPTANCE	owner of the Property or has the authority to execute this Agreement.
		receipt of a Copy of this Agreement and authorizes Agent to Description Seller's acceptance is subject to the attached Counter Seller shall return and include the entire agreement with any results Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO)	Offer or Back-Up Offer Addendum, or both, checked below.
	R	use with this Agreement, you must submit them to, and	have them be accepted by, the DRÉ.
	٥.	Form RCSD) is not required for the Legally Authorized S	a Representative Capacity Signature Disclosure form (C.A.R. igners designated below.)
		 (2) This Agreement is being Signed by a Legally Authorized See paragraph 32 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Seller as trustee(s) of the trust or by sir 	estate, partnership, holding a power of attorney or other entity. Signer in a representative capacity and not in an individual capacity. nplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee)
		or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following is the	e full name of the trust or probate case, including case #:
		The NCPA has 18 pages. Seller acknowledges receipt of, a make up the Agreement. SELLER SIGNATURE(S):	nd has read and understands, every page and all attachments that
		nature) By,	Date:
	(9	Printed name of SELLER:	
			Title, if applicable,
	(Sia	nature) By,	
	(Olg	Printed name of SELLER:	
		☐ Printed Name of Legally Authorized Signer:	
	□IF	MORE THAN TWO SIGNERS, USE Additional Signature Add	
OF	FER	NOT ACCEPTED:/No Counter Offer is bei	ng made. This offer was not accepted by Seller(date)
_			



RE/	AL ESTATE BROKERS SECTION:			
2. A 3. C S th a	eal Estate Agents are not parties to the Agreement begency relationships are confirmed as stated in paragra operating Broker Compensation: Seller's Broker agreeller's Broker's proceeds in escrow, the amount specified in the Property is offered for sale or a reciprocal MLS. If Seller reciprocal MLS, in which the Property is offered for sale, the C.A.R. Form CBC). Declaration of License and Tax (C.A.R. rethat an exemption exists.	aph 3. es to pay Buyer's Broker a the MLS, provided Buyer's r's Broker and Buyer's Brok hen compensation must be	s Broker is a Participant ker are not both Particip e specified in a separate	of the MLS in which pants of the MLS, or written agreement
4. P	resentation of Offer: Pursuant to the National Association ritten request, Seller's Agent shall confirm in writing that this	s offer has been presented	d of Practice 1-7, if Buy to Seller.	er's Agent makes a
	gents' Signatures and designated electronic delivery a			
Α	Buyer's Brokerage Firm			
	By	Lic.#	Date	
	Ву	Lic.#	Date	
	Address_	City	State	Zip
	Email			
	\Box More than one agent from the same firm represents Bu \Box More than one brokerage firm represents Buyer. Add	ıyer. Additional Agent Ackn itional Broker Acknowledge	owledgement (C.A.R. F ement (C.A.R. Form AB	orm AAA) attached. A) attached.
	Designated Electronic Delivery Address(es):			
	☐ Email above ☐ Text to Phone # above ☐ Alternat	te:		
В				
	By			
	Ву	Lic.#		
	Address_			
	Email		none #	
	☐ More than one agent from the same firm represents Se			
	\square More than one brokerage firm represents Seller. Add	itional Broker Acknowledge	ement (C.A.R. Form AB	A) attached.
	Designated Electronic Delivery Address(es) (To be	filled out by Seller's Age	ent):	
	☐ Email above ☐ Text to Phone # above ☐ Alternat		-	
		re:		
_	CROW HOLDER ACKNOWLEDGMENT:			
Esc	row Holder acknowledges receipt of a Copy of this Agreeme	ent, (if checked, \square a deposit	in the amount of \$), Counter
Offe	er numbers and agraph 22 of this Agreement, any supplemental escrow ins	, and a	agrees to act as Escrot	W Holder subject to
	row Holder is advised by			
				IL 15
			Escrow #	
By_	h		bate	
	lress			
	ne/Fax/E-mail			
	row Holder has the following license number #epartment of Financial Protection and Innovation, Depart	tmont of Incurance Dong	ortmont of Pool Estato	
	epartment of Financial Protection and Innovation, — Depart	intent of insurance, \square Depa	artifierit of hear Estate.	
PRI	ESENTATION OF OFFER: // Seller's Bro	okerage Firm presented this	s offer to Seller on	(date).
	•			
			,	
2022	2, California Association of REALTORS®, Inc. United States copyright la	w (Title 17 U.S. Code) forbids th	ne unauthorized distribution,	display and reproduction of

SOZZ, Caminina Association of REALTONS®, Inc. Officed States copyright law (Title 17 U.S. Code) forbids the undufforized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTONS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISS ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Property Address:

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

NCPA REVISED 12/22 (PAGE 18 OF 18)

Buyer's Initials _____

Seller's Initials ___

Date:



___/___



A. THIS IS AN OFFER FROM

Date Prepared: OFFER:

NOTICE OF DEFAULT PURCHASE AGREEMENT
(FOR USE WHEN AN INVESTOR BUYER OFFERS TO PURCHASE AN OWNEROCCUPIED RESIDENTIAL DWELLING AGAINST WHICH A NOTICE OF DEFAULT HAS **BEEN RECORDED)**

(C.A.R. FORM NODPA, Revised 12/22)

If this sale has been negotiated in a language other than English, this Agreement must be translated into that other language under California Civil Code § 1695.2.

			ship, □ An LLC, □ Other	
В.	THE PROPE	ERTY to be acquired is	(County), Cali	, situated in
		(City), _	(County), Cali	fornia,(Zip Code),
	Assessor's	Parcel No(s).	pe different from city jurisdiction. Buyer is	("Property").
D. AG	Buyer and SENCY:	S OF THE PURCHASE ARE SPECI Seller are referred to herein as the	FIED BELOW AND ON THE FOLLOWING P e "Parties." Brokers and Agents are not Pa	AGES. arties to this Agreement.
	(C.A.R. Form the AD form Seller.	m AD) if represented by a real esta n Signed by Buyer. Seller's Agen	e receipt of a "Disclosure Regarding Rea ate licensee. Buyer's Agent is not legally ro t is not legally obligated to give to Buyer' onships are hereby confirmed for this trai	equired to give to Seller's Agent s Agent the AD form Signed by
D.				
	Is the broke	er of (check one): the Seller; or	Licen ☐ both the Buyer and Seller (Dual Agent).	se Number
	Agent).		Licen erson or broker associate); or □ both the B	
	Buyer's Bro	okerage Firm er of (check one): _ the Buyer; or	Licen ☐ both the Buyer and Seller (Dual Agent).	se Number
	Buyer's Age	ent	Licen erson or broker associate); or □ both the B	ise Number
	Agent).			
	POTENTIAL	LY COMPETING BUYERS AND	ler □ Buyer. See Additional Broker Acknown SELLERS: The Parties each acknowled eller - Disclosure and Consent" (C.A.R. Fo	dge receipt of a
B. TE Re	RMS OF PUR ferenced par	CHASE AND ALLOCATION OF CO agraphs provide further explanat	STS: The items in this paragraph are conti ion. This form is 18 pages. The Parties ar	ractual terms of the Agreement. re advised to read all 18 pages.
	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
Α	5 (cash)	Purchase Price	\$	☐ All Cash
В		Close Of Escrow (COE)	Days after Acceptance OR on (date) (mm/dd/yyyy)	
С	33A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or □ AM/□ PM	
D(1)	5A(1)	Initial Deposit Amount	\$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or) business days after Acceptance by wire transfer
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR OR (date)
E(1)	5C(1)	Loan Amount(s): First Interest Rate	\$ (% of purchase price) Fixed rate or □ Initial adjustable rate • not to exceed%	Conventional or, if checked, ☐ FHA ☐ VA (CAR Forms FVAC, HID attached)
		Points If FHA or VA checked, Deliver list	Buyer to pay up to points to obtain rate above	☐ Seller Financing ☐ Other:
		of lender required repairs	17 (or) Days after Acceptance	



("Buyer").

Property Address:__ _Date:_

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
E(2)	5C(2)	Additional Financed Amount	\$ (% of purchase price)	Conventional or, if checked,
		Interest Rate	Fixed rate or ☐ Initial adjustable rate	☐ Seller Financing ☐ Other:
		Points	not to exceed% Buyer to pay up to points to obtain	
			rate above	
E(3)	7A	Occupancy Type	Investment	
F	5D	Balance of Down Payment	\$	
		PURCHASE PRICE TOTAL	\$	
2(1)				[a
G(1)	5E	Seller Credit, if any, to Buyer	price) (% of purchase	Seller credit to be applied to closing costs OR
			(% number above is for calculation purposes and is not a contractual term)	☐ Other:
G(2)	ADDITIONAL	FINANCE TERMS:	and is not a contractual term)	
G(2)		THANGE TETIMO.		
G(3)	18	☐ Seller agrees to pay the obligation Form SPBB attached). Seller's Broke Agreed.	on of Buyer to compensate Buyer's Broker un ker's offer, if any, to compensate Buyer's Brok	der a separate agreement (C.A.R. er is unaffected unless Otherwise
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or \square 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or \square 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or \square 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval☐ Fully underwritten preapproval
-			Intentionally Left Blank	
J	16	Final Verification of Condition	5 (or) Days prior to COE	
K	23	Assignment Request	17 (or) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
			474	
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
L(1)	8A 8B	Appraisal: Appraisal contingency	17 (or) Days after Acceptance	☐ No appraisal contingency
. ,		Appraisal: Appraisal contingency based upon appraised value at a		☐ No appraisal contingency Removal of appraisal
. ,		Appraisal: Appraisal contingency		☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or	17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate
. ,		Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$\ Investigation of Property Informational Access to Property	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or S Investigation of Property Informational Access to Property Buyer's right to access the Proper	17 (or) Days after Acceptance 17 (or) Days after Acceptance	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7)
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or S Investigation of Property Informational Access to Property Buyer's right to access the Proper	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a
L(2)	8B 8C, 12	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal
L(2)	8B 8C, 12 8D, 14A	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the
L(2) L(3) L(4) L(5)	8B 8C, 12 8D, 14A 8E, 13A	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ Investigation of Property Informational Access to Property Buyer's right to access the Proper contingency and does NOT create at Review of Seller Documents Preliminary ("Title") Report Common Interest Disclosures required by Civil Code § 4525 or this Agreement Review of leased or liened items (Such as for solar panels or	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See
L(2) L(3) L(4) L(5) L(6)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H.
L(2) L(3) L(4) L(5) L(6)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ Investigation of Property Informational Access to Property Buyer's right to access the Proper contingency and does NOT create at Review of Seller Documents Preliminary ("Title") Report Common Interest Disclosures required by Civil Code § 4525 or this Agreement Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens) Sale of Buyer's Property	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H.
L(2) L(3) L(4) L(5) L(6)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L 8G, 9B(6)	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H.
L(2) L(3) L(4) L(5) L(6)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L 8G, 9B(6)	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H.
L(2) L(3) L(4) L(5) L(6) L(7)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L 8G, 9B(6)	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ Investigation of Property Informational Access to Property Buyer's right to access the Proper contingency and does NOT create at Review of Seller Documents Preliminary ("Title") Report Common Interest Disclosures required by Civil Code § 4525 or this Agreement Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens) Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: C.A.R. Form COP attached	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance 18 (or informational purposes only is NOT a 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery or 5 Days 19 (or) Days after Delivery or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 11 (or) Days after Delivery, or 5 Days 12 (or) Days after Delivery, or 5 Days 13 (or) Days after Delivery, or 5 Days 14 (or) Days after Delivery, or 5 Days 15 (or) Days after Delivery, or 5 Days 16 (or) Days after Delivery, or 5 Days 17 (or) Days after Delivery, or 5 Days 18 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days 11 (or) Days after Delivery, or 5 Days 12 (or) Days 13 (or) Days 14 (or) Days 15 (or) Days 16 (or) Days 17 (or	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. □ CR attached
L(2) L(3) L(4) L(5) L(6) L(7) L(8)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L 8G, 9B(6)	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$_\$ Investigation of Property Informational Access to Property Buyer's right to access the Proper contingency and does NOT create at Review of Seller Documents Preliminary ("Title") Report Common Interest Disclosures required by Civil Code § 4525 or this Agreement Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens) Sale of Buyer's Property Sale of Buyer's Property is not a contingency, UNLESS checked here: \$_\$ C.A.R. Form COP attached	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance ty for informational purposes only is NOT a dditional cancellation rights for Buyer. 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later 17 (or) Days after Delivery, or 5 Days after receipt, whichever is later	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. □ CR attached
L(2) L(3) L(4) L(5) L(6) L(7) L(8)	8B 8C, 12 8D, 14A 8E, 13A 8F, 11L 8G, 9B(6)	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$_\$ Investigation of Property Informational Access to Property Buyer's right to access the Proper contingency and does NOT create at Review of Seller Documents Preliminary ("Title") Report Common Interest Disclosures required by Civil Code § 4525 or this Agreement Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens) Sale of Buyer's Property Sale of Buyer's Property is not a contingency, UNLESS checked here: \$_\$ C.A.R. Form COP attached	17 (or) Days after Acceptance 17 (or) Days after Acceptance 17 (or) Days after Acceptance 18 (or informational purposes only is NOT a 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery or 5 Days 19 (or) Days after Delivery or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 11 (or) Days after Delivery, or 5 Days 12 (or) Days after Delivery, or 5 Days 13 (or) Days after Delivery, or 5 Days 14 (or) Days after Delivery, or 5 Days 15 (or) Days after Delivery, or 5 Days 16 (or) Days after Delivery, or 5 Days 17 (or) Days after Delivery, or 5 Days 18 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 19 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days after Delivery, or 5 Days 10 (or) Days 11 (or) Days after Delivery, or 5 Days 12 (or) Days 13 (or) Days 14 (or) Days 15 (or) Days 16 (or) Days 17 (or	□ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. □ CR attached



Propert	y Address:			Date:
M(3)	4A, 7A	Occupied units by Tenants or anyone other than Seller	☐ Tenant Occupied Property Addendum (C.A.R. form TOPA) attached	Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after receipt	
N(3)	11 <mark>L</mark> (2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or) Days after Acceptance	
N(5)	29	Evidence of representative authority	3 Days after Acceptance	
0			Intentionally Left Blank	
Р	Items Includ	ded and Excluded		
P(1)	9	Items Included - All items specified in Stove(s), oven(s), stove/oven combo(s); Refrigerator(s); Wine Refrigerator(s); Washer(s); Dryer(s); Dishwasher(s); Microwave(s); Additional Items Included:	in Paragraph 9B are included and the following Video doorbell(s); Security camera equipment; Security system(s)/alarm(s), other than separate video doorbell and camera equipment; Smart home control devices; Wall mounted brackets for video or audio equipment;	, if checked: □ Above-ground pool(s) /□ spa(s); ☑ Bathroom mirrors, unless excluded below; □ Electric car charging systems and stations; □ Potted trees/shrubs;
				·
P(2)	9	Excluded Items:	Π :	П :
P(2)	9 Allocation of		П;	;
	•		Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
	Allocation of Paragraph	of Costs	Who Pays (if Both is checked, cost to be split equally unless Otherwise	Additional Terms □ Environmental □ Other
Q Q(1)	Allocation of Paragraph	Item Description Natural Hazard Zone Disclosure Report, including tax information	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) □ Buyer □ Seller □ Both	Additional Terms
Q Q(1)	Allocation of Paragraph	Item Description Natural Hazard Zone Disclosure Report, including tax information Report	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) □ Buyer □ Seller □ Both □ □ Buyer □ Seller □ Both □	Additional Terms □ Environmental □ Other
Q Q(1)	Allocation of Paragraph	Item Description Natural Hazard Zone Disclosure Report, including tax information	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) □ Buyer □ Seller □ Both	Additional Terms □ Environmental □ Other
Q(1) Q(2) Q(3)	Allocation of Paragraph #	Natural Hazard Zone Disclosure Report, including tax information Report Report Smoke alarms, CO detectors,	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both	Additional Terms □ Environmental □ Other
Q(1) Q(2) Q(3) Q(4)	Allocation of Paragraph 10A, 11A 10B(1) 10A,	Natural Hazard Zone Disclosure Report, including tax information Report Report Smoke alarms, CO detectors, water heater bracing Government Required Point of	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both	Additional Terms □ Environmental □ Other
Q(1) Q(2) Q(3) Q(4) Q(5)	Allocation of Paragraph # 10A, 11A 10B(1) 10A, 10B(2)	Natural Hazard Zone Disclosure Report, including tax information Report Report Report Government Required Point of Sale inspections, reports Government Required Point of	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Both Seller Both Seller Both	Additional Terms □ Environmental □ Other
Q(1) Q(2) Q(3) Q(4) Q(5) Q(6)	Allocation of Paragraph 10A, 11A 10B(1) 10A, 10B(2) 10B(2)	Natural Hazard Zone Disclosure Report, including tax information Report Report Report Government Required Point of Sale inspections, reports Government Required Point of Sale corrective/remedial actions	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	Additional Terms Environmental Other Provided by:
Q(1) Q(2) Q(3) Q(4) Q(5) Q(6) Q(7)	Allocation of Paragraph # 10A, 11A 10B(1) 10A, 10B(2) 10B(2) 19B	Natural Hazard Zone Disclosure Report, including tax information Report Report Smoke alarms, CO detectors, water heater bracing Government Required Point of Sale inspections, reports Government Required Point of Sale corrective/remedial actions Escrow Fees	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	Additional Terms Environmental Other Provided by: Escrow Holder: Title Company (If different from
Q(1) Q(2) Q(3) Q(4) Q(5) Q(6) Q(7)	Allocation of Paragraph # 10A, 11A 10B(1) 10A, 10B(2) 10B(2) 19B	Natural Hazard Zone Disclosure Report, including tax information Report Report Report Smoke alarms, CO detectors, water heater bracing Government Required Point of Sale inspections, reports Government Required Point of Sale corrective/remedial actions Escrow Fees Owner's title insurance policy	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both	Additional Terms Environmental Other Provided by: Title Company (If different from Escrow Holder): Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring
Q(1) Q(2) Q(3) Q(4) Q(5) Q(6) Q(7) Q(8)	Allocation of Paragraph # 10A, 11A 10B(1) 10A, 10B(2) 10B(2) 19B	Natural Hazard Zone Disclosure Report, including tax information Report Report Report Smoke alarms, CO detectors, water heater bracing Government Required Point of Sale inspections, reports Government Required Point of Sale corrective/remedial actions Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both Buyer Seller Both	Additional Terms Environmental Other Provided by: Title Company (If different from Escrow Holder): Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring
Q(1) Q(2) Q(3) Q(4) Q(5) Q(6) Q(7) Q(8) Q(9)	Allocation of Paragraph # 10A, 11A 10B(1) 10A, 10B(2) 10B(2) 19B	Natural Hazard Zone Disclosure Report, including tax information Report Report Report Report Smoke alarms, CO detectors, water heater bracing Government Required Point of Sale inspections, reports Government Required Point of Sale corrective/remedial actions Escrow Fees Owner's title insurance policy Buyer's Lender title insurance policy County transfer tax, fees	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Buyer Seller Both Additional Terms Environmental Other Provided by: Title Company (If different from Escrow Holder): Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring	



Propert	y Address:			Date:
Q(14)		HOA transfer fees	□ Buyer □ Seller □ Both	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, □ Buyer □ Both	
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(16)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
Q(17)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
Q(18)	10C	Home warranty plan, chosen by Buyer. Coverage includes, but is not limited to:	□Buyer □Seller □Both □ Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ Issued by:
R	OTHER TERM	MS:		
A. B.	PROPERTY Tenant Oo or not.) Probate A Manufact Tenancy Stock Coo Mixed Us OTHER ADI Addendu Back Up O Septic, W Buyer Int Other BUYER ANI intended to Wire Frau Wildfire E Trust Adv	Agreement Purchase Addendum (C.A. Agreement Purchase Addendum (ured Home Purchase Addendum in Common Purchase Addendum operative Purchase Addendum (C.A.R. For DENDA: This Agreement is subject m # (C.A.R. Form Offer Addendum (C.A.R. Form BU'ell, Property Monument and Propent to Exchange Addendum (C.A.R. Form SELLER ADVISORIES: (Note: Albe incorporated into this Agreen investigation Advisory (C.A.R. Form WFA) (Parties may also red) (Parties may also red) (C.A.R. Form WFA) (C.A.R. Form WFA) (C.A.R. Form WFA)	A.R. Form TOPA) (Should be checked who A.R. Form TOPA) (Should be checked who A.R. Form TOPA) (C.A.R. Form PA-PA) (C.A.R. Form MH-PA) (C.A.R. Form TIC-PA) (C.A.R. Form COOP-PA) (C.A.R. Form SUP-PA) (C.A.R. Form SUP-PA) (C.A.R. Form SWPI) (C.A.R. Form MH-PA) (C.A.R. Form FORD FORD FORD FORD FORD FORD FORD FORD	checked below: C.A.R. Form SSA) endum (C.A.R. Form CCA) e Addendum (C.A.R. Form SXA) rence purposes only and are not on Advisory (C.A.R. Form CCPA) Agent.) visory (C.A.R. Form SBSA) visory (C.A.R. Form SSSA)
	☐ REO Advi	isory (C.A.R. Form REO)	☐ Probate Advisory (C.A.R. Form ☐ Other	PA)
Hol	der. DEPOSIT: (1) INITIAL specifie Holder, (2) INCREA Deposit deposit time the (3) RETEN specifie	DEPOSIT: Buyer shall deliver de ed in paragraph 3D(1) and such n delivery shall be by wire transfer ASED DEPOSIT: Increased depos to the Parties agree to liquidated into the liquidated damages amo e increased deposit is delivered to TION OF DEPOSIT: Paragraph 30 es a remedy for Buyer's default.	sit to be delivered to Escrow Holder in d damages in this Agreement, they also ago ount by signing a new liguidated damages	ethod other than wire transfer is r, then upon notice from Escrow the same manner as the Initia gree to incorporate the increased s clause (C.A.R. Form DID) at the corporated into this Agreement t with a qualified California rea

- estate attorney: (1) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code, and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

 B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan Buyer shall within the time appointed in paragraph 31/(1).
- Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

 C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
- (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).



- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) FHA/VA: If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- 6. ADDITIONAL FINANCING TERMS:
 - A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
 B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3)
 - B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
 - C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 7. CLOSING AND POSSESSION:
 - A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see paragraph 3E(3)) and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.
 - **B. CONDITION OF PROPERTY ON CLOSING:**
 - (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
 - C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
 - D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
 - E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:
 - A. LOAN(S):
 - (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer

_/__

1	
	UAL HOUSIN

obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the

Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal

- (5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- - (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to

the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be satisfied to Buyer's densit to other less than that specified is paragraph 3L(2).

be entitled to Buyer's deposit or other legal remedies.

(3)

✓ Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form

INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's

review and approval of Seller's documents required in paragraph 14A.

TITLE:

- (1) This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 13G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted
- (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11K ("CI Disclosures").

- BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.

(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer

to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph SAL(8).

ITEMS INCLUDED IN AND EXCLUDED FROM SALE: 9.

NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified



in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, inground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by

Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 (5) Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are
- (5) Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- security systems.

 C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
- 10. ALLOCATION OF COSTS:
 - A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
 - B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:
 - (1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
 - (2) POINT OF SALE REQUIREMENTS:
 - (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
 - (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

/

(3) REINSPECTION FEES: If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee.



If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs

- (4) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- **HOME WARRANTY:**
 - (1) Buyer shall choose the home warranty plan and regardless of any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer
 - (2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home
- warranty plan, at Buyer's expense, prior to Close Of Escrow.

 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:
 - TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:
 - (1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
 - The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete
 - (3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
 - (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.
 - B. LEAD DISCLOSURES:
 - (1) Seller shall, within the time specified in paragraph 3N(1), for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
 - Buyer shall, within the time specified in paragraph 3L(3), have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
 - HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

 DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property
 - is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS)
 - WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in paragraphs 11A(1), 11B, 11C, and 11D are prohibited by Law.
 - RETURN OF SIGNED COPIES: Buyer shall, within the time specified in paragraph 3L(4) OR 5 Days after Delivery of any disclosures specified in paragraphs 11 A, B, C or D, and defensible space addendum in paragraph 11D, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
 - TERMINATION RIGHTS:
 - (1) Statutory and Other Disclosures: If any disclosure specified in paragraphs 11A, B, or C, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within 3 Days after Delivery in person, or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (ÚEŤA), by giving written



notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.

(2) Defensible Space Compliance: If, by the time specified in paragraph 11F, Buyer does not agree to the terms

regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then

Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

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 Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise

NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as

required by Law and provide any other information required for those zones. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants,

conditions, and restrictions (C.A.R. Form SPQ or ESD)

(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 mention of HOA minutes for recently and partially between and contact information of all HOA. 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("Cl Disclosures"). Seller shall itemize and Deliver to Buyer all Cl Disclosures received from the HOA and any Cl Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

M. SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

KNOWN MATÉRIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

 A. Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general home inspection.

(B) An inspection for lead-based paint and other lead-based paint hazards.

(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which



shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

- (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not
- which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement. this Agreement.

13. TITLE AND VESTING:

- Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(8). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO
- Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL
- G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as
- 14. TIME PERIODS; REMOVĂL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 10, 11A-C, 11K-11M, 13A, 13D and 29.
- BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION
 (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which



Date:

Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.

(2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have

the repairs or other requests made and may only cancel based on contingencies in this Agreement.

Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in paragraphs 11A or 11B, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).

SELLER RIGHT TO CANCEL:

(1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event,

- Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

 (2) SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA cory to terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 30; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 29; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to
- (3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

BUYER RIGHT TO CANCEL

(1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may

cancel this Agreement.

(3) BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already

been removed in writing.

NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining

to that contingency or cancellation right, or for the inability to obtain financing.

(2) REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such

contingency.



NODPA REVISED 12/22 (PAGE 11 OF 18) Buyer's Initials Seller's Initials G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

- H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 15. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies 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. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:
 - A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 26, 28, 29, 33, 34, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.



NODPA REVISED 12/22 (PAGE 12 OF 18) Buyer's Initials ______ Seller's Initials _____/

Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.

A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.

Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph

18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller in such assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall

be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

20. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

21. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

22. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing

- Buyer or Seller, except as provided in paragraph 30A.

 23. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 24. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws
- 25. A. AGREEMENT SUBJECT TO CIVIL CODE:

This Agreement is used when an investor buyer offers to purchase a residential dwelling containing one to four units, one of which is occupied by the owner as his or her principal residence, and a Notice of Default has been recorded against the Property. The purchase is subject to Civil Code §§ 1695 through 1695.17. If certain provisions of those code sections are violated: (i) Buyer may be responsible for actual damages and attorney fees and costs incurred by Seller, and either exemplary damages or a civil penalty of up to \$2,500; (ii) buyer may be subject to a fine of up to \$25,000 or imprisonment for not more than one year or both fine and imprisonment; and (iii) the transaction may be rescinded by the Seller up to two years after Close Of Escrow.



- **SELLER CANCELLATION RIGHT:**
 - Seller may cancel this Agreement until midnight on the fifth business day following the day on which Seller signs this Agreement or until 8:00 a.m. on the day scheduled for the sale of the Property pursuant to a power of sale conferred in a deed of trust, whichever occurs first.
- BUYER RESTRICTIONS PRIOR TO EXPIRATION OF CANCELLATION RIGHT:
- Until Seller's right to cancel has lapsed, Buyer shall not: (i) accept from Seller an execution of, or induce Seller to execute, any instrument conveying any interest in the Property; (ii) record any instrument signed by Seller; (iii) transfer or encumber or purport to transfer or encumber any interest in the Property to any third party; or (iv) pay Seller any consideration.
- D. REAL ESTATE AGENT LICENSE AND BONDING:
 - (1) Civil Code § 1695.17 requires an Equity Purchaser's Representative (a person who solicits, induces or causes the Property owner to transfer title) (Buyer's agent) (i) to have a valid current real estate license, (ii) to have a bond equal to twice the fair market value of the property, and (iii) to notify, and provide proof to, the Seller of the Representative's license status and bond.
 - (2) In 2007, a California court of appeal (Schweitzer vs Westminster Investments) ruled that the bond requirement is
 - unconstitutional. Therefore, unless contradicted by a different court of appeal, the California Supreme Court or superseding legislation, the bond, and proof of the bond, is not required.

 (3) The Equity Purchaser's Representative must still comply with the licensing notification and proof requirements of the statute. If not, the contract is voidable by Seller and can subject the Equity Purchaser's Representative to demonstrate the statute.
- damages. The Purchaser's Representative may satisfy the requirement on the attached Declaration.

 26. DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed
 - and Delivered by all Parties.

 "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.

 "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.

 - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

 - "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in establishing the first Day after an event. days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code §§ 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.

 - "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.



Property Address:

N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 33 or paragraph 34.

"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

- "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any
- counterpart.
- 27. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 28. 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 33 or 34 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 and Escrow Holder, as specified in paragraph 3N(5), 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).

30 I	IUIIID	ΔTFD Γ	ΣΜΔ	GFS:

NODPA REVISED 12/22 (PAGE 15 OF 18)

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEP

OSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).		_	
Buyer's Initials/		Selle	er's Initials		

31. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 32B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 32C; and (iii) Agent's rights and obligations are further specified in paragraph 32D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.



ARBITRATION OF DISPUTES: A. The Parties agree that any dispute or claim in Law or equity arising be resulting transaction, which is not settled through mediation, shall be described also agree to arbitrate any disputes or claims with Agents(s), what to, or within a reasonable time after, the dispute or claim is presented to the through any arbitration provider or service mutually agreed to by the Parties or justice, or an attorney with at least 5 years of residential real estate Leagree to a different arbitrator. Enforcement of, and any motion to comparabitrate shall be governed by the procedural rules of the Federal Arbitract, notwithstanding any language seemingly to the contrary in this Agradiscovery in accordance with Code of Civil Procedure. Judgment upon the into any court having jurisdiction. B. EXCLUSIONS: The following matters are excluded from mediation and jurisdiction of a probate, small claims or bankruptcy court; (ii) an unla non-judicial foreclosure or other action or proceeding to enforce a deed contract as defined in Civil Code § 2985. C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver provisions: (i) the filling of a court action to preserve a statute of limitation the recording of a notice of pending action, for order of attachment, regregations and the provided the filling party concurrent with, or immediately after	decided by neutral, binding arbitration. The control in writing, agree to such arbitration price agent. The arbitration shall be conducted rties. The arbitrator shall be a retired judg awe experience, unless the Parties mutual elarbitration pursuant to, this agreement that ation Act, and not the California Arbitration element. The Parties shall have the right to bitration shall be conducted in accordance award of the arbitrator(s) may be enterestable arbitration: (i) Any matter that is within the awful detainer action; and (iii) a judicial of trust, mortgage or installment land sall nor violation of the mediation and arbitrations; (ii) the filing of a court action to enable ceivership, injunction, or other provisions.
resulting transaction, which is not settled through mediation, shall be departies also agree to arbitrate any disputes or claims with Agents(s), who to, or within a reasonable time after, the dispute or claim is presented to the through any arbitration provider or service mutually agreed to by the Paror justice, or an attorney with at least 5 years of residential real estate Lagree to a different arbitrator. Enforcement of, and any motion to comparabitrate shall be governed by the procedural rules of the Federal Arbitract, notwithstanding any language seemingly to the contrary in this Agradiscovery in accordance with Code of Civil Procedure. Judgment upon the into any court having jurisdiction. B. EXCLUSIONS: The following matters are excluded from mediation and jurisdiction of a probate, small claims or bankruptcy court; (ii) an unla non-judicial foreclosure or other action or proceeding to enforce a deed contract as defined in Civil Code § 2985. C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver provisions: (i) the filing of a court action to preserve a statute of limitatic the recording of a notice of pending action, for order of attachment, re remedies, provided the filling party concurrent with, or immediately after	decided by neutral, binding arbitration. The control in writing, agree to such arbitration price agent. The arbitration shall be conducted rties. The arbitrator shall be a retired judg awe experience, unless the Parties mutual elarbitration pursuant to, this agreement that ation Act, and not the California Arbitration element. The Parties shall have the right to bitration shall be conducted in accordance award of the arbitrator(s) may be enterestable arbitration: (i) Any matter that is within the awful detainer action; and (iii) a judicial of trust, mortgage or installment land sall nor violation of the mediation and arbitrations; (ii) the filing of a court action to enable ceivership, injunction, or other provisions.
 into any court having jurisdiction. EXCLUSIONS: The following matters are excluded from mediation and jurisdiction of a probate, small claims or bankruptcy court; (ii) an unla non-judicial foreclosure or other action or proceeding to enforce a deed contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not constitute a waiver provisions: (i) the filing of a court action to preserve a statute of limitatic the recording of a notice of pending action, for order of attachment, re remedies, provided the filing party concurrent with, or immediately after 	arbitration: (i) Any matter that is within that detainer action; and (iii) a judicial of lof trust, mortgage or installment land sale or violation of the mediation and arbitrations; (ii) the filing of a court action to enable ceivership, injunction, or other provisions.
jurisdiction of a probate, small claims or bankruptcy court; (ii) an unla non-judicial foreclosure or other action or proceeding to enforce a deed contract as defined in Civil Code § 2985. C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver provisions: (i) the filing of a court action to preserve a statute of limitation the recording of a notice of pending action, for order of attachment, re remedies, provided the filing party concurrent with, or immediately after	awful detainer action; and (iii) a judicial of trust, mortgage or installment land sal nor violation of the mediation and arbitrations; (ii) the filing of a court action to enable ceivership, injunction, or other provision
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver provisions: (i) the filing of a court action to preserve a statute of limitation the recording of a notice of pending action, for order of attachment, regreedies, provided the filing party concurrent with, or immediately after	ons; (ii) the filing of a court action to enable ceivership, injunction, or other provision
remedies, provided the filling party concurrent with, or immediately after	SUCH TILING MAKES A REQUEST TO THE COURT TO
a stay of litigation pending any applicable mediation or arbitration proce D. AGENTS: Agents shall not be obligated nor compelled to mediate or arb	eding; or (iii) the filing of a mechanic's lie oitrate unless they agree to do so in writing
Any Agents(s) participating in mediation or arbitration shall not be deem E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGRE OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW A	EING TO HAVE ANY DISPUTE ARISING DISPUTES' PROVISION DECIDED B
YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A CIN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL FUNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AF YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION I	RIGHTS TO DISCOVERY AND APPEAL THE 'ARBITRATION OF DISPUTES FTER AGREEING TO THIS PROVISION DRITY OF THE CALIFORNIA CODE O
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND ACCOUNT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF ARBITRATION."	
Buyer's Initials/	ller's Initials/
OFFER A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the depo by the date and time specified in paragraph 3C, the offer is Signed by Selle to Buyer or Buyer's Authorized Agent. Seller has no obligation to respon	er and a Copy of the Signed offer is Deliver d to an offer made.
 B.	d below.) nership, holding a power of attorney or oth
capacity. See paragraph 29 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trus co-trustee or Doe Revocable Family Trust).	
(5) If the entity is a trust or under probate, the following is the full name of	of the trust or probate case, including case
C. The NODPA has 18 pages. Buyer acknowledges receipt of, and has	read and understands overv nage and
attachments that make up the Agreement.	read and understands, every page and
D. BUYER SIGNATURE(S):	
(Signature) By,	
Printed name of BUYER:	
☐ Printed Name of Legally Authorized Signer:	
(Signature) By,	
Printed name of BUYER:	



	Date:
34. ACCEPTANCE	
has read and acknowledges receipt of a Copy of this Agr	e owner of the Property or has the authority to execute this ell the Property on the above terms and conditions. Seller eement and authorizes Agent to Deliver a Signed Copy to
Buyer. Seller's acceptance is subject to the attached Counter Of Seller shall return and include the entire agreement with a	ffer or Back-Up Offer Addendum, or both, checked below.
☐ Seller Counter Offer (C.A.R. Form SCO or SMCO) ☐ Back-Up Offer Addendum (C.A.R. Form BUO)	ny response.
B. Entity Sellers: (Note: If this paragraph is completed, a F Form RCSD) is not required for the Legally Authorized Sign (1) One or more Sellers is a trust, corporation, LLC, proba	Representative Capacity Signature Disclosure form (C.A.R. ners designated below.) te estate, partnership, holding a power of attorney or other
capacity. See paragraph 29 for additional terms.	d Signer in a representative capacity and not in an individual
co-trustee or Doe Revocable Family Trust).	simplified trust name (ex. John Doe, co-trustee, Jane Doe, the full name of the trust or probate case, including case #:
C. The NODPA has 18 pages. Seller acknowledges receip attachments that make up the Agreement.	t of, and has read and understands, every page and all
D. SELLER SIGNATURE(S):	
(Signature) By,	Date:
Printed name of SELLER:	
☐ Printed Name of Legally Authorized Signer:	Title, if applicable,
(Signature) By,	Date:
☐ Printed Name of Legally Authorized Signer:	Title, if applicable,
☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Ad	
_ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
NOTICE REQUIRED BY	CALIFORNIA LAW
UNTIL YOUR RIGHT TO CANCEL THIS CON	NTRACT HAS ENDED.
	(BUYER'S NAME)
	(BUTER S NAIVIE)
OR ANYONE WORKING FOR	
	(BUYER'S NAME)
CANNOT ASK YOU TO SIGN OR HAVE YO	_ ,
DOCUMENT.	
You may cancel this contract for the sale or obligation at any time before midnigh	
business days after date of contract) or 8 a scheduled foreclosure sale) whichever occ	a.m. on (the day of the
•	
See the attached notice of cancellation for	in for an explanation of this right.
OFFER NOT ACCEPTED:/ No Counter Offer is(date) Seller's Initials	being made. This offer was not accepted by Seller on



Proper	ty Address:				Date	·i
REAL	ESTATE BROKERS SECTION:					
2. Ag 3. Co ou of bo sp us 4. Pre	 Real Estate Agents are not parties to the Agreement between Buyer and Seller. Agency relationships are confirmed as stated in paragraph 2. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller. Agents' Signatures and designated electronic delivery address: 					
Α.	Buyer's Brokerage Firm				Lic. #	
	Ву					
	Ву		Lic.	#	Date	
	Address		City		State	Zip
	Email			Phone # _		
	 ☐ More than one agent from AAA) attached. ☐ More than one brokerage attached. Designated Electronic Deliver ☐ Email above ☐ Text to F 	ry Address(es) (check	ver. Additional	Broker Acknow	ledgement (C	•
_	Seller's Brokerage Firm					
B.	By		Lio	ш	LIC. #	
	Ву		Lic.	# #	Date	
	Address		City	#	Date	7in
	Email		City	Phone #	_ State	Zıp
	 ☐ More than one agent from AAA) attached. ☐ More than one brokerage fit Designated Electronic Delivet ☐ Email above ☐ Text to F 	rm represents Seller. <i>F</i> ry Address(es) "(To be	Additional Broke	er Acknowledgeme eller's Agent) (che	ent (C.A.R. Fo	rm ABA) attached. ply):
	ROW HOLDER ACKNOWLEDGN ow Holder acknowledges receip	,	eement, (if chec	ked, □ a deposit in	the amount o	f\$),
Cour	nter Offer numbers		and	, and	agrees to act	as Escrow Holder
	ect to paragraph 19 of this Agre					
	isions.					
	ow Holder is advised by			of Acceptance of	the Agreemer	nt is
Escr	ow Holder			Escro	w#	
By			v		Date	
	ess					
	ne/Fax/E-mail					
	ow Holder has the following lic					-
⊔ De	partment of Financial Protection	n and Innovation, □ D	epartment of In	surance, 🗆 Depar	tment of Real	Estate.
PRES	SENTATION OF OFFER: Broker or De	_/Seller's Brokesignee Initials	erage Firm pres	sented this offer to	o Seller on	(date).
		Buyer's Initials _	/	Seller's Initials	s/	
© 2021,	California Association of REALTORS®, In	nc. United States copyright la	w (Title 17 U.S. Cod	le) forbids the unauthor	ized distribution, o	lisplay and reproduction of REEN APPROVED BY TH

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





© 2022, California Association of REALTORS®, Inc.

RIPA REVISED 12/22 (PAGE 1 OF 18)

Date Prepared:

RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RIPA, Revised 12/22)

		FER:	OFFER FROM		("Buyer").
	Α.			iip, □ An LLC, □ Other	
	В.	THE PROPE	ERTY to be acquired is		. situated
		in	(City),	(County), Ca	alifornia,(Zip Code),
		Assessor's F	Parcel No(s).		("Property").
2.	D. AG A.	Buyer and S ENCY: DISCLOSUF Form AD) if Signed by Bo	GOF THE PURCHASE ARE SPECI eller are referred to herein as the "Pa RE: The Parties each acknowledge represented by a real estate license uver. Seller's Agent is not legally ob	be different from city jurisdiction. Buyer is FIED BELOW AND ON THE FOLLOWING Parties." Brokers and Agents are not Parties to receipt of a "Disclosure Regarding Real Estable. Buyer's Agent is not legally required to gligated to give to Buyer's Agent the AD form Schips are hereby confirmed for this transaction	'AGES. this Agreement. ate Agency Relationships" (C.A.R. give to Seller's Agent the AD form igned by Seller.
			kerage Firm		nse Number
		Is the broker	of (check one): ☐ the Seller; or ☐ bo	oth the Buyer and Seller (Dual Agent).	nise ivanisei
		Seller's Ager			ense Number
		Is (check one	e): \square the Seller's Agent (Salespersor	n or broker associate); or \square both the Buyer's a	and Seller's Agent (Dual Agent).
		Buyer's Bro	okerage Firm	Lice	ense Number
			, , , , , , , , , , , , , , , , , , , ,	oth the Buyer and Seller (Dual Agent).	
3.	D. TEI	More than POTENTIAL of More than RMS OF PUF	e): the Buyer's Agent (Salesperson one Brokerage represents Seller, LY COMPETING BUYERS AND SE One Buyer or Seller - Disclosure an RCHASE AND ALLOCATION OF	n or broker associate); or □ both the Buyer's a □ Buyer. See, Additional Broker Acknowledo :LLERS: The Parties each acknowledge recei	gement (C.A.Ř. Form ABA). pt of a ௴"Possible Representation ntractual terms of the Agreement.
		Paragraph	Paragraph Title or Contract	Terms and Conditions	Additional Terms
		# -	Term		Additional Terms
A	_	5, 5B (cash)	Term Purchase Price	\$	☐ All Cash
E	-	5, 5B (cash)		\$	
	3	5, 5B (cash) 39A	Purchase Price	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or (date) at 5PM or HMM	
E	3		Purchase Price Close Of Escrow (COE)	Days after Acceptance OR on (date) (mm/dd/yyyy) 3 calendar days after all Buyer Signature(s) or (date) at 5PM or AM/	
C	1)	39A	Purchase Price Close Of Escrow (COE) Expiration of Offer	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or (date) at 5PM or AM/ PM \$ (% of purchase price) (% number above is for calculation purposes	within 3 (or) business days after Acceptance by wire transfer
D(1)	39A 5A(1)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or AM/	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date)
D()	1)	39A 5A(1) 5A(2) 5C(1)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate	Days after Acceptance OR on (date) (date) 3 calendar days after all Buyer Signature(s) or AM/	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked, FHA VA (CAR Forms FVAC, HID attached) Seller Financing Assumed Financing
D(1)	39A 5A(1) 5A(2)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of	Days after Acceptance OR on (date) 3 calendar days after all Buyer Signature(s) or AM/	within 3 (or) business days after Acceptance by wire transfer OR
D()	1) 2) 2) 2)	39A 5A(1) 5A(2) 5C(1)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount Interest Rate	Days after Acceptance OR on	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked, FHA VA (CAR Forms FVAC, HID attached) Seller Financing Assumed Financing Other: Conventional or, if checked, Seller Financing Assumed Financing Assumed Financing Assumed Financing Subject To Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Contentional or, if checked, Seller Financing Assumed Financing Contentional or, if checked, Conventional or, if checked, Conventional or, if checked, Conventional or, if checked, Conventional or, if checked,
D(3 1) 2) 1) 2)	39A 5A(1) 5A(2) 5C(1)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs Additional Financed Amount Interest Rate Points	Days after Acceptance OR on	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked, FHA VA (CAR Forms FVAC, HID attached) Seller Financing Assumed Financing Other: Conventional or, if checked, Seller Financing Assumed Financing Assumed Financing Assumed Financing Subject To Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Assumed Financing Other: Contentional or, if checked, Seller Financing Contentional or, if checked, Seller Financing Assumed Financing Contentional or, if checked, Conventional or, if checked, Conventional or, if checked, Conventional or, if checked, Conventional or, if checked,

_ Seller's Initials _

Buyer's Initials _

Property Address: Date: **Terms and Conditions Paragraph Title or Contract Additional Terms** Paragraph G(1) 5E Seller Credit, if any, to Buyer % of purchase price) Seller credit to be applied to closing (% number above is for calculation purposes and costs OR ☐ Other: is not a contractual term) **ADDITIONAL FINANCE TERMS:** G(2) G(3) 21 □ Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed H(1) 5B Verification of All Cash (sufficient Attached to the offer or \square 3 (or $_$ _) Days after Acceptance H(2) Verification of Down Payment and Attached to the offer or \square 3 (or $_$ 6A) Days **Closing Costs** after Acceptance Attached to the offer or \square 3 (or $_$ H(3) 6B Verification of Loan Application) Davs □ Pregualification □ Preapproval after Acceptance ☐ Fully underwritten preapproval П **Intentionally Left Blank Final Verification of Condition** J 19 5 (or) Days prior to COE K 26 Assignment Request 17 (or) Days after Acceptance L 8 CONTINGENCIES TIME TO REMOVE CONTINGENCIES CONTINGENCY REMOVED L(1) 8A Loan(s) 17 (or) Days after Acceptance ☐ No loan contingency Appraisal: Appraisal contingency 17 (or L(2) 8B) Days after Acceptance □ No appraisal contingency based upon appraised value at a Removal of appraisal contingency minimum of purchase price or does not eliminate appraisal cancellation rights in FVAC 8C, 15 **Investigation of Property** 17 (or L(3)) Days after Acceptance REMOVAL OR WAIVER OF Informational Access to Property 17 (or Days after Acceptance CONTINGENCY: Buyer's right to access the Property for informational purposes only is NOT a contingency and does **NOT** create additional cancellation rights for Buyer. Any contingency in L(1)-L(7) may be removed or waived by checking the L(4) 8D, 17A **Review of Seller Documents** 17 (or _) Days after Acceptance, or 5 Days applicable box above or attaching a after Delivery, whichever is later Contingency Removal (C.A.R. Form CR) and checking the applicable L(5) 8E, 16A Preliminary ("Title") Report _) Days after Acceptance or 5 Days box therein. Removal or Waiver at after Delivery, whichever is later time of offer is against Agent advice. See paragraph 8H. L(6) 8F, 11H **Common Interest Disclosures** 17 (or _) Days after Acceptance, or 5 Days required by Civil Code § 4525 or this after Delivery, whichever is later ☐ CR attached Agreement L(7) 8G, 9B(6) Review of leased or liened items 17 (or _) Days after Acceptance, or 5 Days (Such as for solar panels or propane tanks or PACE or HERO liens) after Delivery, whichever is later L(8) 8.1 Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached **Possession Time for Performance Additional Terms** M M(1) Vacant Units; and Upon notice of recordation Tenant Occupied Units being ☐ Unit(s) to be delivered delivered subject to tenant rights On COE date vacant M(2) 7C Upon Notice or recordation, OR □ 6 PM or C.A.R. Form SIP attached if 29 or Seller Occupied fewer days. C.A.R. Form RLAS attached if 30 or more days. $\square AM/\square PM$ On COE date or, if checked below, days after COE (29 or fewer days) days after COE (30 or more days) **Documents/Fees/Compliance** N **Time for Performance** N(1) 17A Seller Delivery of Documents 7 (or Days after Acceptance N(2) 22B Sign and return Escrow Holder 5 (or _) Days after Delivery General Provisions, Supplemental Instructions 11H(2) N(3) Time to pay fees for ordering HOA 3 (or _ Days after Acceptance Documents N(4) 10B(1) Install smoke alarm(s), CO detector(s) 7 (or_ Days after Acceptance

4		•	_
-		=	
<u>=0</u>	UAL H	ULICI	MC
Eu	UAL II	uusi	wa

N(5)

35

water heater bracing

Evidence of representative authority

3 Days after Acceptance

Propert	y Address:			Date:		
0			Intentionally Left Blank			
Р	Items Included and Excluded					
P(1)	9	Items Included - All items specified i	in Paragraph 9B are included and the following	g, if checked:		
P(2)		Excluded Items:				
			;	;		
Q	Allocation of	of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms		
Q(1)	10A, 11B(1)(A)	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☐ Seller ☐ Both	☐ Environmental ☐ Other		
0(0)		Provide		☐ Provided by:		
Q(2)		Report	□ Buyer □ Seller □ Both	4		
Q(3)	100(1)	Report	□ Buyer □ Seller □ Both	4		
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	□ Buyer □ Seller □ Both	_		
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	□ Buyer □ Seller □ Both	_		
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☐ Seller ☐ Both			
Q(7)	10B(4)(A)	Fire extinguishers, sprinklers, hoses	☐ Buyer ☐ Seller ☐ Both			
Q(8)	10B(4)(B)	Drain cover and anti-entrapment devices for pool/spa	☐ Buyer ☐ Seller ☐ Both			
Q(9)	22B	Escrow Fees	□ Buyer □ Seller □ Both	Escrow Holder:		
			☐ Each to pay their own fees			
Q(10)	16	Owner's title insurance policy	□ Buyer □ Seller □ Both	Title Company (If different from Escrow Holder):		
Q(11)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.		
Q(12)		County transfer tax, fees	□ Buyer □ Seller □ Both			
Q(13)		City transfer tax, fees	□ Buyer □ Seller □ Both			
Q(14)	11 <mark>J</mark> (2)	HOA fee for preparing disclosures	Seller			
Q(15)		HOA certification fee	Buyer	1		
Q(16)		HOA transfer fees	□ Buyer □ Seller □ Both	Unless Otherwise Agreed, Seller shall pay for separate HOA moveout fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.		
Q(17)		Private transfer fees	Seller, or if checked, □ Buyer □ Both			
Q(18)	10B(4)	Installation of safety features, required by law	□ Buyer □ Seller □ Both			
Q(19)		fees or costs	□ Buyer □ Seller □ Both			
Q(20)	10C	Home warranty plan, chosen by Buyer. Coverage includes, but is not limited to:	☐ Buyer ☐ Seller ☐ Both	If Seller or Both checked, Seller's cost not to exceed \$ Issued by:		
R	Additional Te	enancy Documents: Income and Expe	ense Statements □ Tenant Estoppel Certificate			
s		MS:				
	PROPERTY ☐ Probate A	DENDA AND ADVISORIES: (check TYPE ADDENDA: This Agreement greement Purchase Addendum (C.A. e Purchase Addendum (C.A.R. Form	is subject to the terms contained in the Adde R. Form PA-PA)			

Property A	address:	Date:
B. O	THER ADDENDA: This Agreement is subject to the terms co	
2 . 0	Addendum # (C.A.R. Form ADM)	☐ Assumed Financing Addendum (C.A.R. Form AFA)
Ä	Short Sale Addendum (C.A.R. Form SSA)	☐ Back Up Offer Addendum (C.A.R. Form BUO)
	Court Confirmation Addendum (C.A.R. Form CCA)	Back op oner radendam (o.r.a. i om Boo)
	Septic, Well, Property Monument and Propane Addendum (C.A.B. Form SWPI)
	Buyer Intent to Exchange Addendum (C.A.R. Form BXA)	☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
	Other	Other
C. B	UYER AND SELLER ADVISORIES: (Note: All Advisories	below are provided for reference purposes only and are not
in	tended to be incorporated into this Agreement.)	
	Buyer's Investigation Advisory (C.A.R. Form BIA)	
	Wire Fraud Advisory (C.A.R. Form WFA)	☑ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
	Miletine Dispetor Advisory (C.A.D. Forms M/FDA)	(Parties may also receive a privacy disclosure from their own Agent.)
	Wildfire Disaster Advisory (C.A.R. Form WFDA) Trust Advisory (C.A.R. Form TA)	☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
	REO Advisory (C.A.R. Form REO)	☐ Probate Advisory (C.A.R. Form PA)
	Other:	Other
5. ADDIT	TIONAL TERMS AFFECTING PURCHASE PRICE: Buver	represents that funds will be good when deposited with Escrow
Holder	r.	
A. D	EPOSIT:	
(1	NITIAL DEPOSIT: Buyer shall deliver deposit directly to E	Escrow Holder. If a method other than wire transfer is specified in
		scrow Holder, then upon notice from Escrow Holder, delivery shall
(2)	be by wire transfer.	ed to Escrow Holder in the same manner as the Initial Deposit. If
(2	2) INCREASED DEPOSIT: Increased deposit to be delivered the Parties agree to liquidated damages in this Agreement	int, they also agree to incorporate the increased deposit into the
	liquidated damages amount by signing a new liquidated da	mages clause (C.A.R. Form DID) at the time the increased deposit
	is delivered to Escrow Holder.	images siddes (e., i.i. i. i eim bib) de ine ine ine ineredesed deposit
(3	RETENTION OF DEPOSIT: Paragraph 36, if initialed b	y all Parties or otherwise incorporated into this Agreement,
,	specifies a remedy for Buyer's default. Buyer and S	Seller are advised to consult with a qualified California real
	estate attorney: (i) Before adding any other clause sp	ecifying a remedy (such as release or forfeiture of deposit or
		to complete the purchase. Any such clause shall be deemed
	Civil Code; and (ii) Regarding possible liability and re	statutory liquidated damages requirements set forth in the
ВΔ	I.I. CASH OFFER: If an all cash offer is specified in paragrap	h 3A, no loan is needed to purchase the Property. This Agreement
D. A	NOT contingent on Buyer obtaining a loan. Buyer shall, within	the time specified in paragraph 3H(1) , Deliver written verification
of	funds sufficient for the purchase price and closing costs.	
C. LO	OAN(S):	
(1		ancing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA),
' 0	Assumed Financing, Subject To Financing, or Other is che	ecked in paragraph 3E(1).
(2	2) ADDITIONAL FINANCED AMOUNT: If an additional financial anced amount is specified in paragraph 3E(2), that amount will	

provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).

(3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency

of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) FHA/VA: If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing

Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

(5) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject-to an existing loan, Buyer and Seller are advised to consult with legal counsel

regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a

letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable

rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4		D
EO	UAL HOU	SING
	PORTIII	

uvar'e Initiale	/	Seller's Initials	/

F	Property Address:	Date:
7.	7. CLOSING AND POSSESSION:	
	A. OCCUPANCY: Buyer intends to occupy the Property as indicated in	n paragraph 3E(3). Occupancy may impact available
	financing.	
	B. CONDITION OF PROPERTY ON CLOSING:	
	(1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-	-Is" in its PRESENT physical condition as of the date of
	Acceptance; (ii) the Property, including pool, spa, landscaping an	d grounds, is to be maintained in substantially the same

- condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- Agreement, to receive reasonable costs from Seller.

 (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

 SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords,
- codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing any such items for Association amenities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisance on the appraisance of the property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the appairing and Buyer is oblette estimated and loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's nonappraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency. NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

APPRAISAL:

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA). INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review and approval of Seller's documents required in paragraph 17A.
 - TITLE: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
 - Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

_			
1		•	P
50			
	UAL HO		

RIPA REVISED	12/ <mark>22</mark> (F	AGE 5	OF 18)
--------------	------------------------	-------	--------

Bu	ver'	s Initials	/	Seller's Initials	/

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11J ("Cl Disclosures").

BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume

any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual

contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice

- REMOVAL OF CONTINGENCY OR CANCELLATION:
 (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
- For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any

property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**

ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

ITEMS INCLUDED IN SALE:

- All EXISTING fixtures and fittings that are attached to the Property;
- EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.

Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.

- Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: All smart home and security system included in the sale include control devices, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any
- transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features. LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the

purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**. Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.



- (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
- - INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in the any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
 - GOVERNMENT REQUIREMENTS AND CORRECTIVE OF REMEDIAL ACTIONS:
 - (1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
 (2) POINT OF SALE REQUIREMENTS:
 - - (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the
 - (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
 - (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
 - INSTALLATION OF SAFETY FEATURES:
 - (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or
 - If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation.
 - (5) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
 - C. HOME WARRANTY:
 - (1) Buyer shall choose the home warranty plan and any optional coverages indicated. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(20). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost
- (2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(20), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.

 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION
- **RIGHTS:**
 - **LEAD DISCLOSURES:**
 - (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet
 - Buyer shall, within the time specified in paragraph 3L(3), have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

 RESIDENTIAL 1-4 PROPERTY DISCLOSURES:
 - - TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:
 - (A) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).



Buver's Initials	/	Seller's Initials	/

- (B) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section III) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all provious sections if applicable, have been completed. Note that the provious sections of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.
- (C) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.
- In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracy of which Buyer is otherwise aware as which are disclosured by Buyer or disclosured in reports or inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or
- documents provided to or ordered and paid for by Buyer.

 (2) HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in paragraphs 11A, 11B(1)(A), 11B(2), and
- 11B(3) are prohibited by Law.

 RETURN OF SIGNED COPIES: Buyer shall, within the time specified in paragraph 3L(4) OR 5 Days after Delivery of any disclosures specified in paragraphs 11A, B(1), B(2), B(3), and defensible space addendum in paragraph 11B(3), whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- **TERMINATION RIGHTS:**
 - (1) Statutory and Other Disclosures: If any disclosure specified in paragraphs 11A, B(1), B(2), or B(3), or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within 3 Days after Delivery in person, or 5 Days after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure, and shall not have the right to capsel. approved the disclosure and shall not have the right to cancel.
 - Defensible Space Compliance: If, by the time specified in paragraph 11C, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

 WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply
- with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- 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 Web site maintained by the Department of Justice at www. meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during
- check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

 NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

_	<u> </u>	
4		F
EQ	UAL HOUS	NG

Property Address:	Date:
(2) If the Property is a condominium or is located in a planned development or other Seller shall, within the time specified in paragraph 3N(3), order from, and pay the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law any pending or anticipated claim or litigation by or against the HOA; (iii) a stater designated parking and storage spaces; (iv) Copies of the most recent 12 mont meetings; (v) the names and contact information of all HOAs governing the Prop restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, do management company to pay for any of the above.	any required fee for the following items to (C.A.R. Form HOA-RS); (ii) disclosure of ment containing the location and number of ths of HOA minutes for regular and special perty; (vi) pet restrictions; and (vii) smoking closures received from the HOA and any Cl
I. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all manufactured or mobile home built before January 1, 1960, fully complete and Deliver Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and those zones.	Il residential property with 1-4 units and any the Residential Earthquake Risk Disclosure f the Property is located in a Special Flood e Fire Responsibility Area; Earthquake Fault

WATER CONSERVING PLUMBING DEVICES: Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller, within the time specified in **paragraph 3N(1)**, shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.

See C.A.R. Form WCMD for more information.

SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

ELEVATED ELEMENTS: If the Property is part of a building with 3 or more dwelling units, Health and Safety Code § 17973(m) requires that an inspection of any exterior elevated elements (such as, but not limited to, balconies, decks, stairways, and walkways) be completed by January 1, 2025 and every 6 years thereafter. Seller shall, within the time specified in paragraph 3N(1) provide to Buyer; (1) a copy of the inspection and accompanying report and, if any corrective work is required, proof that corrective work has been completed in accordance with code and permit requirements, or (2) a statement (i) that no such inspection has been made or (ii) if made, that no corrective work has been completed in accordance with the Health and Safety Code Code.

SURVEY, PLANS, AND ENGINEERING DOCUMENTS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.

PERMITS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property

STRUCTURAL MODIFICATIONS: Seller, within the time specified in paragraph 3N(1), shall in writing disclose to Buyer, Known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

GOVERNMENTAL COMPLIANCE: Within the time specified in paragraph 3N(1),

(1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals

Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property

KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

COMMERCIAL SELLER PROPERTY QUESTIONNAIRE: If Seller is not providing a SPQ, Seller shall, within the time specified

in paragraph 3N(1), complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ). SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items, if not already required under **paragraph 11B(1)(D)**. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

TENANCY RÉLATED DISCLOSURES: Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

 A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining

to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns

TENANT ESTOPPEL CERTIFICATES: If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

EQUAL HOUSING

ver's Initials	/	Seller's Initials	
y Cr & minuals	/	Ochor o minado _	_

Property Address:	Date:
D. SELLER REPRESENTATIONS: Unless otherwise disclosed under parag	graph 11, paragraph 12, or under any disclosure
Delivered to Buyer:	
(1) Seller represents that Seller has no actual knowledge that any tenant(s): (i Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the mechanics or materialman lien(s) affecting the Property; and (iii) is the	ne right to use and occupy it; (ii) has any unsatisfied
notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.	
(2) Seller represents that no tenant is entitled to any rebate, concessions, or	other benefit, except as set forth in the rental service

Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
B. (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
(2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code

- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
 - Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
(A) A general home inspection.

 (B) An inspection for lead-based paint and other lead-based paint hazards.
 (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detailed structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(D) Any other specific inspections of the physical condition of the land and improvements.

Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer

Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation of Advisory (C.A.R. Form BIA) for more.

Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes are desting the part of the property of the or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government

employee, unless required by Law

- Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves
- delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's obligations under this paragraph shall survive the termination of this Agreement. shall survive the termination of this Agreement.

- Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(10)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

 Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not as of the date of Acceptance except for: (i) monetary lieps of record unless Buyer is assuming
- matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such

Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.

Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.

	\wedge	
4	_	•
7		
E0	UAL HOUS	NC
	DAL HUUS	

Buyer's Initials	/	Seller's Initials
	·	

Property Address:

If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For

example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability coverage and cost of various title insurance coverages and endorsements.

desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be

extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports,

disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11B,

- 11F, 11I-S, 12, 16A, 16D, and 35.

 BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

 (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.
- Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraphs 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11D**
- disclosure under paragraph 11D.

 (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

SELLER RIGHT TO CANCEL:

- SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 (2) SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Return Statutory and Other Disclosures as required by paragraph 11C; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement by good faith exercise of any Seller con
- any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

BUYER RIGHT TO CANCEL:

(1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow

BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any

item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement. **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



Ruvar's Initials	1	Sallar's Initials	/

- NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
 - EFFECT OF REMOVAL OF CONTINGENCIES:

 (1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right,

or for the inability to obtain financing.

(2) REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow accounts to the Agreement Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE).

- pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If
- a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

 EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement, and (ii) any escrew for charged to that party. Esses and costs may be payable to service that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies 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. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:
 - COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see
 - paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

 SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (IV) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (V) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buver's Initials / Seller's Initials /					
	Buyer's Initials	/	Seller's Initials	/	EQ

C. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10B(4)(B), 10C, 11E, 11J(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the
- information of Escrow Holder, but about which Escrow Holder need not be concerned.

 Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall play to Escrow Holder or HOA or HOA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11E**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11E.
- Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this
- Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered
- to Escrow Holder within 3 Days after mutual execution of the amendment.

 23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing
- MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 37A.



- 26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
 28. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability
- upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, located and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Dagrand and evaluation of/for, and risks posed by, environmentally hazardous substances,
- in any, located on or potentially affecting the Property.

 AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

 30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES: Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used: **A.** "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to
 - the offering Party or that Party's Authorized Agent.
 - "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real G.

 - property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

 "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in determining the date upon which performance in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this
 - "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.



Buver's Initials	/	Seller's Initials	/	

"Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 18. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify

sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge

and consent of the other Party.

"Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

"Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or paragraph 40.
"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

"Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property

provided for under this Agreement.

Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its

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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or

changed, except in writing Signed by Buyer and Seller.

LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 or 40 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 and Escrow Holder, as specified in paragraph 3N(5), 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).



If the the shape of the shape o	e deposit ac tends to occ all be return d Seller, jud ELLER SHALI	complete this purch tually paid. If the Pr upy, then the amour ed to Buyer. Release icial decision or arbi L SIGN A SEPARATE	operty is a dwelling value on the control of the control of the control of funds will require on the control of	with no more than four u more than 3% of the pu nutual, Signed release ins E TIME OF ANY INCREAS ES PROVISION INCORPO	in, as liquidated damages, inits, one of which Buyer rchase price. Any excess tructions from both Buyer ED DEPOSIT BUYER AND RATING THE INCREASED
		Buyer's Initials		Seller's Initials	
Α.	resorting to art Consumers (w The Parties als to, or within a equally among or claim to whice mediation, or (it be entitled to re PROVISION A ADDITIONAL The obligation 38C; and (iii)	pitration or court action. www.consumermediation to agree to mediate any reasonable time after, the Parties involved, and this paragraph applies ii) before commencement ecover attorney fees, even PPLIES WHETHER OR MEDIATION TERMS: (in to mediate does not	The mediation shall be con.org) or through any other y disputes or claims with the dispute or claim is plus shall be recoverable under, any Party (i) commences to of an action, refuses to more if they would otherwise to NOT THE ARBITRATION IN Exclusions from this reclude the right of eith ligations are further specifications.	anducted through the C.A.R. Remediation provider or service represented to the Agent. Media er the prevailing party attorney an action without first attemptioned attempts a request has been a vailable to that Party in any PROVISION IS INITIALED. Inediation agreement are sper Party to seek a preservation.	any resulting transaction, before real Estate Mediation Center for mutually agreed to by the Parties. agree to such mediation prior ation fees, if any, shall be divided of fees clause. If, for any dispute ng to resolve the matter through n made, then that Party shall not such action. THIS MEDIATION ecified in paragraph 38B; (ii) ion of rights under paragraph hese terms apply even if the
	RBITRATION O		or claim in Law ex arr	lity origing botwoon them	ut of this Agreement or any
B. C.	resulting tra Parties also to, or within a through any or justice, or agree to a di arbitrate sha Act, notwiths discovery in with Title 9 c into any cou EXCLUSION: jurisdiction on-judicial contract as c PRESERVAT provisions: (the recordin remedies, pr a stay of littig AGENTS: Ag Any Agents("NOTICE: E OUT OF TI NEUTRAL A YOU MIGHT IN THE SPA UNLESS T PROVISION YOU MAY I CIVIL PROC "WE HAVE OUT OF TI ARBITRATI	nsaction, which is not agree to arbitrate any a reasonable time after, arbitration provider or an attorney with at least ferent arbitrator. Enformed by the standing any language accordance with Code of Part 3 of the Code of the thing jurisdiction. So The following matter of a probate, small classified in Civil Code (100) The following matter of a probate, small classified in Civil Code (100) The following of a court ago fa notice of pending ovided the filing party pation pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents shall not be oblig to pending any appents and the following any appents any appe	settled through mediation disputes or claims with a the dispute or claim is posservice mutually agreed ast 5 years of residential procedural rules of the Foregoment of, and any more procedural rules of the Foregoment of and any more procedural rules of the Foregoment of the Foregom	on, shall be decided by neutagents(s), who, in writing, agresented to the Agent. The ail to by the Parties. The arbit real estate Law experience, tion to compel arbitration Act, and ry in this Agreement. The Parties of the Agreement of the arbitration shall lead to the agreement of the agreemen	tral, binding arbitration. The gree to such arbitration prior ribitration shall be conducted rator shall be a retired judge, unless the Parties mutually ursuant to, this agreement to not the California Arbitration arties shall have the right to be conducted in accordance arbitrator(s) may be entered Any matter that is within the action; and (iii) a judicial or gage or installment land sale the mediation and arbitration g of a court action to enable unction, or other provisional kes a request to the court for he filing of a mechanic's lien. Ley agree to do so in writing his Agreement. E ANY DISPUTE ARISING PROVISION DECIDED BY GIVING UP ANY RIGHTS RY TRIAL. BY INITIALING ISCOVERY AND APPEAL, TRATION OF DISPUTES' NG TO THIS PROVISION, E CALIFORNIA CODE OF SOLUNTARY." BMIT DISPUTES ARISING PROVISION TO NEUTRAL
	Buye	r's Initials/		Seller's Initials/_	
			Puvorio loitinto	College latities	
RIPA R	EVISED 12/22	(PAGE 16 OF 18)	Buyer's Initials	/ Seller's Initials	EQUAL HOUSING OPPORTUNITY

RESIDENTIAL INCOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RIPA PAGE 16 OF 18)

Date:___

Property Address:_

	operty Address:	Date:
39.	date and time specified in paragraph 3C, the offer is Si Buyer's Authorized Agent. Seller has no obligation to B. ENTITY BUYERS: (Note: If this paragraph is com Form RCSD) is not required for the Legally Authoriz (1) One or more Buyers is a trust, corporation, LLC, prol (2) This Agreement is being Signed by a Legally Authori See paragraph 35 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/a (4) If a trust, identify Buyer as trustee(s) of the trust or b or Doe Revocable Family Trust).	npleted, a Representative Capacity Signature Disclosure (C.A.R. ed Signers designated below.) bate estate, partnership, holding a power of attorney or other entity: zed Signer in a representative capacity and not in an individual capacity.
	make up the Agreement.	of, and has read and understands, every page and all attachments that
	D. BUYER SIGNATURE(S):	
	(Signature) By,	Date:
	Printed name of BUYER:	
	☐ Printed Name of Legally Authorized Signer:	Title, if applicable,
	(Signature) By,	I itle, if applicable, Date:
	Tillited flame of BOTEIL.	
	Fillited Name of Legally Authorized Signer.	Title, ii applicable,
	☐ IF MORE THAN TWO SIGNERS, USE Additional Signature	Addendum (C.A.R. Form ASA).
40.	Seller accepts the above offer and agrees to sell the Prope receipt of a Copy of this Agreement and authorizes Agen	nter Offer or Back-Up Offer Addendum, or both, checked below.
	 Form RCSD) is not required for the Legally Authoriz (1) One or more Sellers is a trust, corporation, LLC, prol (2) This Agreement is being Signed by a Legally Authori See paragraph 35 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/ar (4) If a trust, identify Seller as trustee(s) of the trust or beauty and proposable Family Trust) 	bate estate, partnership, holding a power of attorney or other entity. zed Signer in a representative capacity and not in an individual capacity.
	make up the Agreement.	of, and has read and understands, every page and all attachments that
	D. SELLER SIGNATURE(S):	
	(Signature) By,	
	Printed name of SELLER:	
	☐ Printed Name of Legally Authorized Signer:	
	(Signature) By,	
	Printed name of SELLER:	
	☐ Printed Name of Legally Authorized Signer:	
	☐ IF MORE THAN TWO SIGNERS, USE Additional Signature	e Addendum (C.A.R. Form ASA).
OF	FFER NOT ACCEPTED:/ No Counter Offer is Seller's Initials	s being made. This offer was not accepted by Seller(date)



REA	L ESTATE BROKERS SECTION:				
2. Ag 3. Co Se the a r (C) or	al Estate Agents are not parties to the Agreeme ency relationships are confirmed as stated in properating Broker Compensation: Seller's Broke ller's Broker's proceeds in escrow, the amount spece Property is offered for sale or a reciprocal MLS. If eciprocal MLS, in which the Property is offered for A.R. Form CBC). Declaration of License and Tax (Cathat an exemption exists.	paragraph 2. r agrees to pay Buyer's Broker a fifed in the MLS, provided Buyer's Seller's Broker and Buyer's Broker and Buyer's Broker, then compensation must book. A.R. Form DLT) may be used to	and Buyer's Broker agre s Broker is a Participant ker are not both Particip e specified in a separat o document that tax repo	of the MLS in which pants of the MLS, or e written agreement rting will be required	
wri	esentation of Offer: Pursuant to the National Asso tten request, Seller's Agent shall confirm in writing the	hat this offer has been presented	rd of Practice 1-7, if Buy I to Seller.	er's Agent makes a	
_	ents' Signatures and designated electronic del	•	1:0		
Α.	Buyer's Brokerage Firm				
	By	LIC.#	Date		
	By	LIC.#	Date	7:n	
	Address				
	Email				
ĺ	☐ More than one agent from the same firm represe☐ More than one brokerage firm represents Buyer	nts Buyer. Additional Agent Acki r. Additional Broker Acknowledo	nowleagement (C.A.R. F ement (C.A.R. Form AB	orm AAA) attached. A) attached.	
i			,	, 	
ĺ	Designated Electronic Delivery Address(es)	11.11			
ĺ	☐ Email above ☐ Text to Phone # above ☐ A				
В.	Seller's Brokerage Firm				
ĺ	Ву				
ĺ	Ву	Lic.#	Date		
ĺ	Address	City	State	Zip	
ĺ	Email	P	hone #		
ĺ	☐ More than one agent from the same firm represe	ents Seller. Additional Agent Ack	nowledgement (C.A.R. F	orm AAA) attached.	
ĺ	☐ More than one brokerage firm represents Seller	. Additional Broker Acknowledg	ement (C.A.R. Form AB	A) attached.	
ĺ	Designated Electronic Delivery Address(es) (To be filled out by Seller's Ag	ent) (check all that app	oly):	
	☐ Email above ☐ Text to Phone # above ☐ A	Iternate:			
	ROW HOLDER ACKNOWLEDGMENT:				
Escr	ow Holder acknowledges receipt of a Copy of this Ag				
Offer numbers and and, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.					
-				•	
	Escrow Holder is advised by that the date of Acceptance of the Agreement is				
	ow Holder	· · · · · · · · · · · · · · · · · · ·			
By			Date		
	ess				
	e/Fax/E-mail				
Escrow Holder has the following license number # Department of Insurance, □ Department of Real Estate.					
PRE	SENTATION OF OFFER:/Selle Broker or Designee Initials	r's Brokerage Firm presented thi	s offer to Seller on	(date).	
	Buyer's	s Initials/ S	eller's Initials/_		
this form CALIFOF TRANSA CONSUL of REALI	California Association of REALTORS®, Inc. United States cop., or any portion thereof, by photocopy machine or any other me NIA ASSOCIATION OF REALTORS®. NO REPRESENTATION ICTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIE TAN APPROPRIATE PROFESSIONAL This form is made availab ORS®. It is not intended to identify the user as a REALTOR®.	ans, including facsimile or computerized S MADE AS TO THE LEGAL VALIDITY ED TO ADVISE ON REAL ESTATE TRAI le to real estate professionals through an REALTOR® is a registered collective mer	I formats. THIS FORM HAS I OR ACCURACY OF ANY PRO NSACTIONS. IF YOU DESIRE	BEEN APPROVED BY THE DVISION IN ANY SPECIFIC FUEGAL OR TAX ADVICE	
NAHONA	AL ASSOCIATION OF REALTORS® who subscribe to its Code of	Etnics.			

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
55 C South Virgil Avenue, Los Angeles, California 90020

RIPA REVISED 12/22 (PAGE 18 OF 18)

Property Address:



Date:



SELLER COUNTER OFFER No.

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/22)

his is a	a counter offer to the Purchase Agreement, OR \square Buyer Counter Offer No	□ Other	Date
ated	, on property known as	, 🗆 Outlot	("Property"
etween	n		("Buyer
nd			("Seller"
uver ar	nd Seller are referred to as the "Parties."		(Seller
•	RMS: The terms and conditions of the above referenced document are acce		
A. B. C.	The Liquidated Damages and Arbitration of Disputes paragraphs in the Office paragraphs is not initialed by all Parties, that paragraph is excluded from the inclusion in paragraph 1D of this or another Counter Offer or an addendured Unless Otherwise Agreed or altered in another Counter Offer, down paymeroportion as in the original Offer, but the dollar amount of any initial and unchanged from the original Offer. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offered price, then the dollar amount of any difference ("Apprice to create the final appraisal contingency amount."	er each require initials the final agreement under the final agreement under the final amount increased deposit the apprais	s by all Parties. If either of thosoless specifically referenced for (s) will be adjusted in the same and Seller credits shall remains all contingency amount is lower.
D.	OTHER TERMS:		
	both parties do not Sign and Deliver all attached addenda, then any accep Addendum No (C.A.R. Form ADM) Back Up Offer Addendum (C.A.R. Form BUO) Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (Seller Purchase of Replacement Property (C.A.R. Form SPRP) Tenant Occupied Property Addendum (C.A.R. Form TOPA) Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or Seller Intent to Exchange Addendum (C.A.R. Form SXA) Other Other	occupancy up to 29 d	ays)
	PIRATION: This Seller Counter Offer shall be deemed revoked and the dep		
В.	Unless by 5:00 PM on the third Day after the date this Seller Counter Offer then, the last signature date)(or by \subseteq AM/\subseteq PM on \text{(ii)} a copy of the Signed Seller Counter Offer is Delivered to Seller or Selle OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's A Buyer's Agent (C.A.R. Form WOO may be used). OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller	(date)) (i) it is Signe r's Authorized Agent. cceptance by commu	d in paragraph 5 by Buyer an
B. MA othe	RKETING TO OTHER BUYERS: Seller has the right to continue to offer the offer received, prior to Acceptance of this Counter Offer by Buyer as special draw this Seller Counter Offer before accepting another offer.	e Property for sale. S	eller has the right to accept ar such event, Seller is advised
. OFF	FER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE A KING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFE Editions of those documents are incorporated into this Seller Counter Offer	R CAN NO LONGER	BE ACCEPTED. The terms an
Sell	er		Date
	ler		Date
. AC	CEPTANCE: I/WE accept the above Seller Counter Offer (If checked SFER No) and acknowledge receipt of a Copy.		
Buy	ver		Date
Buy	ver		Date

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020





Date Prepared:

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/22)

	FER: THIS IS AN (OFFER FROM		("Buyer").
	□ Individual	s). A Corporation, A Partnershi	p. □ An LLC. □ Other	
В.	THE PROPE	ERTY to be acquired is	(County), Ca	, situated
	in	(City),	(County), Ca	alifornia,(Zip Code),
	Assessor's F	Parcel No(s)		("Property").
	curine nes	CHDed As		_
2. AG A. B. C. D.	THE TERMS Buyer and S ENCY: DISCLOSUF Form AD) if Signed by Bu CONFIRMA' Seller's Bro Is the broker Seller's Ager Is (check one Buyer's Ager Is (check one Under the broker More than POTENTIAL of More than RMS OF PUF	GOF THE PURCHASE ARE SPECII eller are referred to herein as the "Pa RE: The Parties each acknowledge represented by a real estate license uyer. Seller's Agent is not legally obl TION: The following agency relations kerage Firm of (check one): the Seller; or bo ht e): the Seller's Agent (Salespersor okerage Firm of (check one): the Buyer; or bo ht e): the Buyer's Agent (Salespersor one Brokerage represents Seller, LY COMPETING BUYERS AND SE ONE Buyer or Seller - Disclosure and RCHASE AND ALLOCATION OF COMPETING BUYERS AND SE	th the Buyer and Seller (Dual Agent). Licen or broker associate); or both the Buyer's a Licen that the Buyer and Seller (Dual Agent). Licen or broker associate); or both the Buyer's a Buyer. See, Additional Broker Acknowledg LLERS: The Parties each acknowledge receip	this Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement. Interpolation Agreement.
1101	erenceu para	grapi is provide further explanation.	inis ioninis no pages. The rantes are advise	d to read all 10 pages.
	Paragraph	Paragraph Title or Contract	Terms and Conditions	Additional Terms
Δ.	#	Term		
A		Term Purchase Price	\$	Additional Terms
A B	#	Term		
	#	Term Purchase Price	\$	
В	5, 5B (cash)	Purchase Price Close Of Escrow (COE)	\$	
В	5, 5B (cash) 39A	Purchase Price Close Of Escrow (COE) Expiration of Offer	\$Days after Acceptance OR on(date) (mm/dd/yyyy) 3 calendar days after all Buyer Signature(s) or (date) at 5PM orAM/PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price)	within 3 (or) business days after Acceptance by wire transfer
B C D(1)	5, 5B (cash) 39A 5A(1)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time	\$Days after Acceptance OR on(date) (mm/dd/yyyy) 3 calendar days after all Buyer Signature(s) or (date) at 5PM orAM/PM \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term) \$(% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or) business days after Acceptance by wire transfer OR □ Upon removal of all contingencies OR □ (date)
D(1)	5, 5B (cash) 39A 5A(1) 5A(2)	Purchase Price Close Of Escrow (COE) Expiration of Offer Initial Deposit Amount Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) Loan Amount(s): First Interest Rate	\$	within 3 (or) business days after Acceptance by wire transfer OR Upon removal of all contingencies OR (date) OR Conventional or, if checked, FHA VA (CAR Forms FVAC, HID attached) Seller Financing Assumed Financing Subject To Financing

EQUAL HOUSING OPPORTUNITY

5D

F

Balance of Down Payment | \$

PURCHASE PRICE TOTAL | \$

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	\$\(\tag{w} of purchase price) (\% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:
G(2)	ADDITIONAL	FINANCE TERMS:		
G(3)	21	☐ Seller agrees to pay the obligation Form SPBB attached). Seller's Broker's	n of Buyer to compensate Buyer's Broker under s offer, if any, to compensate Buyer's Broker is unaf	r a separate agreement (C.A.R. fected unless Otherwise Agreed
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or □ 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or □ 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or □ 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
1			Intentionally Left Blank	
J	19	Final Verification of Condition	5 (or) Days prior to COE	
K	26	Assignment Request	17 (or) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or □\$	17 (or) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ Purchase of Manufactured Home Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or) Days after Acceptance Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY:
L(4)	8D	☐ Construction Loan Financing A draw from the construction loan will not (or ☐ will) be used to finance the Property	17 (or) Days after Acceptance	Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form
L(5)	8E, 15	Investigation of Property	17 (or) Days after Acceptance	CR) and checking the applicable box therein. Removal or Waiver at
		Informational Access to Property Buyer's right to access the Property for and does NOT create additional cancel	17 (or) Days after Acceptance informational purposes only is NOT a contingency lation rights for Buyer.	time of offer is against Agent advice. See paragraph 8J.
L(6)	8F, 17A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	☐ CR attached
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(8)	8H, 11 E	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance or 5 Days after Delivery, whichever is later	
L(9)	8I, 9B(2)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: □ C.A.R. Form COP attached		
		Possession	Time for Performance	
М		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except	Upon notice of recordation On COE Date	
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after receipt	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	



Split equality unless Otherwise Agreed	Property	/ Address:			Date:
P(1) 9 Rems included - All items specified in Paragraph 9B are included and the following, if checked: P(2) 9 Excluded Items:	0			Intentionally Left Blank	
P(2) 9 Excluded Items:	Р	Items Inclu	ded and Excluded		
P(2) 9	P(1)	9	Items Included - All items specified	in Paragraph 9B are included and the followin	g, if checked:
Q1 Allocation of Costs Paragraph Item Description Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Additional Split equally unless Otherwise Agreed) Provided by: Provided b					<u> </u>
Allocation of Costs	P(2)	9	Excluded Items:		
Paragraph Item Description Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) Additional Split equally unless Otherwise Agreed Environmental Dither D		Allocation		<u> </u>	
Split equality unless Otherwise Agreed	Q			Who Pays (if Both is checked, cost to be	Additional Terms
Report, including lax information			nom Zoconpuon	split equally unless Otherwise Agreed)	7.ddilloridi Torrito
Q(2) ISB(1)(D) Environmental Survey Buyer Seller Both Seller Seller Both Seller Seller Both Seller Seller Seller Both Seller S	Q(1)	11D		☐ Buyer ☐ Seller ☐ Both	
Q(3)			neport, including tax information		☐ Provided by:
Q(4) 22B	Q(2)	15B(1)(D)	Environmental Survey	□ Buyer □ Seller □ Both	
Each to pay their own fees	Q(3)		Report	□ Buyer □ Seller □ Both	
Q(5) 16	Q(4)	22B	Escrow Fees		Escrow Holder:
Buyer's Lender title insurance policy	O(F)	16	Ournaria titla inauranna naliau		Title Company (If different from
Shall purchase any topolicy insuring Buye Q(7) County transfer tax, fees Buyer Seller Both Q(8) City transfer tax, fees Buyer Seller Both Q(9) 11E(2) HOA fee for preparing disclosures Seller Both Q(10) HOA certification fee Buyer Geller Both Unless Otherwise Ashall pay for separat out fee and Buyers Seller Both Unless Otherwise Ashall pay for separate out fee and Buyers Seller Both Gestion Gesti	Q(5)	10	Owner's title insurance policy	Buyer U Seller U Both	Escrow Holder):
Q(8)	Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(9) 11E(2)	Q(7)		County transfer tax, fees	☐ Buyer ☐ Seller ☐ Both	
Q(11)	Q(8)		City transfer tax, fees	□ Buyer □ Seller □ Both	
Description HOA transfer fees	Q(9)	11 <mark>E</mark> (2)	HOA fee for preparing disclosures	Seller	
Sall pay for separate out fee and Buyer s' separate move-in fee separate move-in fee separate move-in fee separate move-in fee.	Q(10)		HOA certification fee	Buyer	
out fee and Buyer s' separate move-in fee separately billed or it cost in transfer fee. Q(12) Private transfer fees Seller, or if checked, □ Buyer □ Both Q(13)	Q(11)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both	Unless Otherwise Agreed, Seller
G(14)					shall pay for separate HOA move- out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
R	Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both	
Additional Tenancy Documents: ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate 4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply) A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) ☐ Other B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: ☐ Short Sale Addendum (C.A.R. Form SSA) ☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form C Assumed Financing Addendum (C.A.R. Form AFA) ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI) ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form BVA) ☐ Other C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes on intended to be incorporated into this Agreement.) ☐ Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA) ☐ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) ☐ Wire Fraud Advisory (C.A.R. Form WFA) ☐ Cal. Consumer Privacy Act Advisory (C.A.R. Form WFDA) ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form TT) ☐ Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory (C.A.R. Form Short Sale Information and Advisory	Q(13)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply) A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) Other B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Addendum #	Q(14)			,	
4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply) A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) Other B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Addendum #	-				pel Certificate
A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) Other Other	S	OTHER TER	MS:		
A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below: Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) Other Other					
Addendum #		PROPERTY ☐ Probate A	TYPE ADDENDA: This Agreement	is subject to the terms contained in the Adde	nda checked below:
C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes on intended to be incorporated into this Agreement.) ☑ Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA) ☑ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) ☑ Wire Fraud Advisory (C.A.R. Form WFA) ☑ Cal. Consumer Privacy Act Advisory (C.A.R. Form WFDA) ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form WFDA) ☐ Trust Advisory (C.A.R. Form TA)		☐ Addendur☐ Back Up C☐ Assumed☐ Septic, W☐ Buyer Inte☐ Other☐	m # (C.A.R. Form A Offer Addendum (C.A.R. Form BUO) Financing Addendum (C.A.R. Form ell, Property Monument and Propane ent to Exchange Addendum (C.A.R. F	ADM) Short Sale Addendum (C.A Gourt Confirmation Addendum (C.A.R. Form SWPI) Form BXA) Seller Intent to Exchange A	a.R. Form SSA) dum (C.A.R. Form CCA) addendum (C.A.R. Form SXA)
□ REO Advisorý (C.A.R. Form REO) □ Other: □ Other	C.	BUYER ANI intended to Buyer's Vi Fair Hous Wire Frau Wildfire D Trust Advi REO Advi	be incorporated into this Agreen acant Land Additional Investigation A ing and Discrimination Advisory (C.A.R. Form WFA) (Parties may also resister Advisory (C.A.R. Form WFDA) isory (C.A.R. Form TA) sory (C.A.R. Form REO)	Advisories below are provided for referent.) Advisory (C.A.R. Form BVLIA) A.R. Form FHDA) Cal. Consumer Privacy Act eceive a privacy disclosure from their own Act Statewide Buyer and Seller Short Sale Information and Probate Advisory (C.A.R. F	Advisory (C.A.R. Form CCPA) gent.) Advisory (C.A.R. Form SBSA) Advisory (C.A.R. Form SSIA) form PA)



Date: Property Address:

ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow

- (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer
- (2) INCREASED DEPOSIT: Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit
- is delivered to Escrow Holder.
 (3) RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
- B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

LOAN(S)

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA),
- Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).

 (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph** 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties "Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- ADDITIONAL FINANCING TERMS:
 - A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
 - **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

 C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not
 - limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- **CLOSING AND POSSESSION:**
 - A. OCCUPANCY: Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available
 - **CONDITION OF PROPERTY ON CLOSING:**
 - (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
 - (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
 - C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.



// DA DEVICED 10/00 (DACE 4 OF 16)	Buver's Initials	1	Seller's Initials
/LPA REVISED 12/22 (PAGE 4 OF 16)	Duyer's iriitiais	/	Seller S Iriiliais

Property Address:	Date:
8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:	
A. LOAN(S):	
(1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an atta	
obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good	
there is no appraisal contingency or the appraisal contingency has been w	
Property to appraise at the purchase price does not entitle Buyer to exercise	
loan contingency if Buyer is otherwise qualified for the specified loan and	Buyer is able to satisfy lender's non-

appraisal conditions for closing the loan. Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
 (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

APPRAISAL:

(1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal

- (3) ☑ Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

 MANUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

 CONSTRUCTION LOAN FINANCING: If checked in paragraph 3L(4), this Agreement is contingent upon Buyer obtaining a

construction loan

INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and

approval of Seller's documents required in paragraph 17A.

TITLE:

(1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted assembles. referenced in the Preliminary Report and any plotted easements.

Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary

CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11D ("CI Disclosures").

paragraph 11D ("Cl Disclosures").

BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(2), is, as specified in paragraph 3L(9), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(9), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified,

remove the contingency or cancel this Agreement.

For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(10).

1		<u> </u>	1
	UAL I		

VLPA REVISED 12/22 (PAGE 5 OF 16)

Property Address:	Date:
). ITEMS INCLUDED IN AND EXCLUDED FROM SALE:	
A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in	the Multiple Listing Service (MLS), flyers, marketing
materials, or disclosures are NOT included in the purchase price or exclude	ed from the sale unless specified in this paragraph o
paragraph 3P or as Otherwise Agreed. Any items included herein are comp	
the price. All items are transferred without Seller warranty.	' '
B. ITEMS INCLUDED IN SALE:	
All EXISTING fixtures and fittings that are attached to the Property;	
(2) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time	e specified in paragraph 3N(1), shall (i) disclose t
Buyer if any item or system specified in paragraph 3P or 9B or other	
by Seller, or is subject to any maintenance or other ongoing financial	al obligation, or specifically subject to a lien or other
encumbrance or loan, and (ii) Deliver to Buyer all written materials (suc	

- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph** 9B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
- Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.
 10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports n these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
- - WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder. Buyer has been informed by Escrow Holder.
 - 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 Web site maintained by the Department of Justice at www. meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

 NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply
 - to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

 NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure
 - Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones
 - CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
 - (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) per restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

1			ľ
	AL HOU		IG
OPP	ORTU	NIT	Υ

VLPA REVISED 12/22 ((PAGE 6 OF 1	6)
----------------------	--------------	----

N	,	O - 11 - 3 - 1 - 11 - 1 -	1
Buver's Initials		Seller's Initials	

SOLAR SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar system. Seller may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

ADDITIONAL DISCLOSURES: Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) LEGAL PROCEEDINGS: Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued
- AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295). **DEED RESTRICTIONS:** Any deed restrictions or obligations.

FARM USE: Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6). **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.

- ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or
- water on the Property.

 (7) COMMON WALLS: Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the

LANDLOCKED: The absence of legal or physical access to the Property.

EASEMENTS/ENCROACHMENTS: Any encroachments, easements, or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.

- (13) **ZONING ISSUES**: Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 (14) **NEIGHBORHOOD PROBLEMS**: Any neighborhood noise problems, or other nuisances.
 (15) **SURVEY**, **PLANS**, **PERMITS AND ENGINEERING DOCUMENTS**: If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's
- behalf on in Seller's possession.

 (16) VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.

 MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in paragraph 3N(1), Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.

KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures

SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially

- affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- 12. TENANCY RELATED DISCLOSURES: Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
 - RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - INCOME AND EXPENSE STATEMENTS: If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - SELLER REPRESENTATIONS: Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure
 - Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.

Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.

Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.



VLPA REVISED <mark>12</mark> /22 (I	PAGE 7 OF 16)
-------------------------------------	---------------------	---

Diving a Initials	/ Calleria Initials	/
Buyer's Initials	/ Seller's Initials /	,

Property Address:	Date:
13. CHANGES DURING ESCROW:	
 A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) all agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv.) B. (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver writte (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Schanges in which case Seller shall not make the Proposed Changes. 	Iter, modify, or extend any existing rental or lease v) change the status of the condition of the Property. en notice to Buyer of such Proposed Change
14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not be agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Se California Civil Code.	en applied by Seller in accordance with any rental eller shall notify each tenant, in compliance with the

BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

Buyer shall, within the time specified in paragraph 3L(5), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

Buyer Investigations include, but are not limited to:

(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

- (A) A general inspection.
 (B) An inspection for lead-based paint and other lead-based paint hazards.
- An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infestion (Section 2).
- (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency

- (E) Any other specific inspections of the physical condition of the land and improvements. Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include but are not limited to an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form
- Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- employee, unless required by Law. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(5), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(5) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of
- persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph
- Shall survive the termination of this Agreement.

 BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL APSECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIREABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKREES DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.
- SIZE, LINES, ACCESS, AND BOUNDARIES: Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.
- UTILITIES AND SERVICES: Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

4	=`	P
	10USI TUNI	

VLPA REVISED 12/	22 (PAGE 8 OF 16)
------------------	-------------------

Buver's Initials	/ Seller's Initials	f.
Bayor o miliaro	/	

Property Address:	Date:
J. ENVIRONMENTAL HAZARDS: Potential environmental ha	azards, including but not limited to, asbestos, lead-based paint and

other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or

otherwise), fungus or similar contaminant, materials, products, or conditions.

GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage,

- sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.

 NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by
- PROPERTY DAMAGE: Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.

 NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS: Neighborhood or are conditions, including Agricultural Use
- Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners" Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond At of 1915.
- RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be
- charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.

 MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property

TITLE AND VESTING:

- Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such
- Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.

 Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of
- If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
 F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
 G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under
- extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

 A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports,
 - disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 35.
 - BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION
 - Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with paragraph 11.
 - Buyer may, within the time specified in paragraph 3L(5), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

f =`	P
	ı
EQUAL HOUSI	NG
OPPORTUNI	TΥ

VLPA REVISED 12/22 (PAGE 9 OF 16)

3 i i	ver's Initials	/	Seller's Initials		/
Ju	yei ə iiiillalə _		Jeliel 3 Illiliais	/	

Property Address:

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency

Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller,

Seller may not cancel this Agreement pursuant to paragraph 17C(1).

SELLER RIGHT TO CANCEL:

(1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer

SELLEH RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8I; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 35; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 34; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller, shall authorize the Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been

removed or waived in writing.

BUYER RIGHT TO CANCEL

(1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation

of this Agreement and notification to Escrow.

(2) BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement

by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES: Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been

removed in writing.

NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

EFFECT OF REMOVAL OF CONTINGENCIES:

(1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right,

or for the inability to obtain financing.

REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow

pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.



- H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

 18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at
- Seller's expense may be performed by Seller or through others, provided that the work complies 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. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:
 - **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see
 - paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

 SCOPE OF DUTY: Buyer and Seller acknowledge and agree the Agent: (i) Does not decide what price Buyer should pay or Seller sorting the condition of the Property; (ii) Does not guarantee the performance, adequacy or Seller sorting the condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance, adequacy or Seller sorting the Condition of the Property; (iii) Does not guarantee the performance and p completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
 - The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.



Property Address:

A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s) Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this

Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer's and Seller a

A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered

to Escrow Holder within 3 Days after mutual execution of the amendment.

23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing

24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's

Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as

provided in paragraph 37A.

26. ASSIGNMENT/NOMINATION: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified to preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paralists.

27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

ENVIRONMENTAL HAZARD CONSULATATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability

- upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

 AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all conference in any public accommodations. Residential properties are not typically
- covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

 30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.



VLPA REVISED 12/22 (PAGE 12 OF 16) Buyer's Initials ___ Seller's Initials _/__

Property Address:	Date:
31. COPIES: Seller and buyer each represent that Copies of all report	
32. DEFINITIONS and INSTRUCTIONS: The following words are d letters throughout this Agreement, and have the following meaning	
	s fully executed, in writing, by the recipient Party and is Delivered to
	or any other real estate licensee licensed under the brokerage firm
C. "Agreement" means this document and any counter offers a	and any incorporated addenda or amendments, collectively formin nendments are incorporated only when Signed and Delivered by a
D. "As-Is" condition: Seller shall disclose known material facts inspect the Property and, within the time specified, request t any contingency cancellation rights in this Agreement. Selle	and defects as specified in this Agreement. Buyer has the right that Seller make repairs or take other corrective action, or exerciser is only required to make repairs specified in this Agreement or a

- "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the
- "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

 "Copy" means copy by any means including photocopy, facsimile and electronic.

 Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following
- the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in determining the date was represented in date where the date was represented in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code § 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's fiscal that the legal to the Agreement is a contract the Agreement of the Agreement is a contract the Legal Agreement in Agreement is a contract to the contract the Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract to the contract the Legal Agreement is a contract the Legal Agreement in the Contract the Legal Agreement is a contract to the contract th
- Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the document and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link. "Electronic Copy" or
- Agreement without the knowledge and consent of the other Party. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures.
- "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

 "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or

- paragraph 40.
 "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
 "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property
- P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
 TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. 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. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 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. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

1		\	Ì
EQ	UAL F	IOUSI	N
O E	DOD	THM	T١

VLPA REVISED 12/22 (PAGE 13 OF 16)

_ Seller's Initials _ Buyer's Initials _

	40 and personal the	appear on this Agreeme I not in an individual cap son is acting already ex der, as specified in par	SIGNER: Wherever the sign or any related docume acity, unless otherwise indists and is in good standing agraph 3N(4), evidence of Trust (Probate Code § 18 the business entity).	ents, it shall be dedicated. The Legang to do business of authority to act	emed to be in a represally Authorized Signer in California and (ii) sin that capacity (such	sentative capacity for (i) represents that the hall Deliver to the other as but not limited to:	the entity described entity for which that er Party and Escrow applicable portion of
36	If th ar SI	le deposit actually p nd Seller, judicial de ELLER SHALL SIGN	ete this purchase bed aid. Release of fund ecision or arbitration A SEPARATE LIQUID ATED DAMAGES (C.A	s will require n award. AT TH DATED DAMAG R. FORM DID)	nutual, Signed rele E TIME OF ANY IN ES PROVISION IN	ease instructions f ICREASED DEPOS CORPORATING T	rom both Buyer SIT BUYER AND HE INCREASED
			Buyer's Initials			Seller's Initials	
37.	Α.	before resorting to an Center for Consumers by the Parties. The Pamediation prior to, cany, shall be divided elf, for any dispute or clthe matter through methat Party shall not be THIS MEDIATION PRADDITIONAL MEDIAThe obligation to me	mediate any dispute or contration or court action. (www.consumermedia tries also agree to media to which this paragra diation, or (ii) before comentitled to recover attorned VISION APPLIES WHETION TERMS: (i) Excludiate does not preclude rights and obligations	The mediation ston.org) or throuste any dispute me after, the disputed was after, the disputed of any older and shall phapplies, any Properties, even if the THER OR NOT Tissions from this at the right of eith	hall be conducted the ugh any other mediations or claims with Age spute or claim is preduced be recoverable under acty (i) commences are action, refuses to meanly would otherwise be the ARBITRATION PRIMEDIATION PR	rough the C.A.R. Re on provider or service ents(s), who, in writesented to the Agen or the prevailing party an action without first a available to that Party ROVISION IS INITIAL int are specified in preservation of rights.	al Estate Mediation a mutually agreed to ing, agree to such t. Mediation fees, if attorney fees clause. It tempting to resolve as been made, then y in any such action. ED.
388	B.	resulting transactice Parties also agree to to, or within a reaso through any arbitra or justice, or an atto agree to a different arbitrate shall be gract, notwithstandin discovery in accord with Title 9 of Partinto any court having EXCLUSIONS: The jurisdiction of a pronon-judicial foreclo contract as defined PRESERVATION OF provisions: (i) the fithe recording of a remedies, provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided a stay of litigation particular as the provided as the prov	hat any dispute or clain, which is not settled or arbitrate any disputes nable time after, the displicant provider or service rney with at least 5 year arbitrator. Enforcemen by the procedug any language seemin lance with Code of Civil Poff of the Code of Civil Poff or arbitrator.	through mediation or claims with pute or claims with pute or claim is pute or claim is pute of transaction of transaction of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the control of the lagly to the lagly to the lagly to the lagly to the lagly to the lagly to the lagly to the lagly to the lagly the l	on, shall be decided Agents(s), who, in we resented to the Ager to by the Parties. It all real estate Law extion to compel arbit federal Arbitration Ary in this Agreemen 83.05. The arbitration ent upon the award ediation and arbitration and arbitration of limitations; (ii) an unlawful of the force a deed of trustachment, receivers ediately after such fill the force and the force arbitrate unit and the deemed apply after such fill not be deemed apply after Such and ARE AGREEING RATION OF DISPRATION AFTER ATTHE AUTHORITY BITRATION AFTER ATTHE AUTHORITY BITRATION OF DISPRATION OF DISPRATICE OF THE PROPERTY OF THE PR	I by neutral, binding riting, agree to such the arbitration of the arbitration so the call perience, unless the ration pursuant to, act, and not the Call on shall be conducted of the arbitrator(so tion: (i) Any matter detainer action; and st, mortgage or instance of the mediation of the mediation of the mediation of the mediation of the filling of a courship, injunction, or ling, makes a requestry to this Agreem TO HAVE ANY DISUTES' PROVISIOU ARE GIVING LOW TO BUSCOVERY 'ARBITRATION AGREEING TO THE CALIFO ISION IS VOLUNTATO SUBMIT DISE	g arbitration. The harbitration prior hall be conducted be a retired judge e Parties mutually this agreement to fornia Arbitration have the right to ed in accordance may be entered that is within the (iii) a judicial or fallment land sale on and arbitration to enable other provisional est to the court for a mechanic's lien. To do so in writing ent. BPUTE ARISING N DECIDED BY INITIALING AND APPEAL, OF DISPUTES' IIS PROVISION, RNIA CODE OF ARY." PUTES ARISING N TO NEUTRAL
VL	PA F	REVISED <mark>12</mark> /22 (PAGE	14 OF 16) Buyer's I	nitials/_	Seller's Initi	ials/_	EQUAL HOUSING OPPORTUNITY

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 14 OF 16)

Date:

Property Address:

Pro	pert	/ Address:Date:	
39.		EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made. □ ENTITY BUYERS: (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) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:	
		The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.	
	D. BUYER SIGNATURE(S):		
	(Sig	nature) By,	
		Printed name of BUYER:	
		Printed Name of Legally Authorized Signer:	
	(Sig	nature) By,	
		Printed name of BUYER:	
		□ Printed Name of Legally Authorized Signer:Title, if applicable,	
		MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).	
40.	A.	ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer. Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response. Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO) Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.) (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms. (3) The name(s) of the Legally Authorized Signer(s) is/are: (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).	
	C.	The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that	
		make up the Agreement. SELLER SIGNATURE(S):	
	(Sic	nature) By,	
	(0.9	Printed name of SELLER:	
		☐ Printed Name of Legally Authorized Signer:	
	(Sig	nature) By,	
		Printed name of SELLER:	
		□ Printed Name of Legally Authorized Signer:Title, if applicable,	
		MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).	
OF	FER	NOT ACCEPTED:/No Counter Offer is being made. This offer was not accepted by Seller(date)	



REAL	L ESTATE BROKERS SECTION:				
 Real Estate Agents are not parties to the Agreement between Buyer and Seller. Agency relationships are confirmed as stated in paragraph 2. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a 					
4. Pre	esentation of Offer: Pursuant to the National Association tten request, Seller's Agent shall confirm in writing that this	ਜ਼ ਹਾ ⊓⊑ALTOHS® Standar s offer has been presented	to Seller.	ъ муепт такеѕ а	
5. Ag	ents' Signatures and designated electronic delivery	address:			
A.	Buyer's Brokerage Firm				
	Ву				
	By				
	Address				
	Email ☐ More than one agent from the same firm represents Bu		none#		
	 ☐ More than one agent from the same firm represents Bu ☐ More than one brokerage firm represents Buyer. Add 	iyer. Addilional Agent Ackr itional Broker Acknowledge	ement (C.A.R. Form ABA)	attached.	
	Designated Electronic Delivery Address(es) (check		,		
	☐ Email above ☐ Text to Phone # above ☐ Alternat				
В.	Seller's Brokerage Firm				
".	By				
	By				
	Address_	City	State		
		Pr			
	☐ More than one agent from the same firm represents Se	eller. Additional Agent Ackn	nowledgement (C.A.R. For	m AAA) attached.	
	☐ More than one brokerage firm represents Seller. Add	itional Broker Acknowledge	ement (C.A.R. Form ABA)	attached.	
	Designated Electronic Delivery Address(es) (To be		ent) (check all that apply	/) :	
	☐ Email above ☐ Text to Phone # above ☐ Alternat	te:			
ESOF	ROW HOLDER ACKNOWLEDGMENT:				
Escro	ow Holder acknowledges receipt of a Copy of this Agreeme	ent, (if checked, □ a deposit	in the amount of \$), Counter	
Offer	numbers and graph 19 of this Agreement, any supplemental escrow ins	, and a	agrees to act as Escrow	Holder subject to	
	ow Holder is advised by				
_	ow Holder				
By	nee		Date		
	esse/Fax/E-mail				
_	e/⊢ax/੮-mail ow Holder has the following license number #				
	ow Holder has the following license number # partment of Financial Protection and Innovation, □ Depart	tment of Insurance, □ Department	artment of Real Estate.		
PRESENTATION OF OFFER:/Seller's Brokerage Firm presented this offer to Seller on(date). Broker or Designee Initials					
© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC					
CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.					

Date:

Property Address:

__ Seller's Initials _

Buyer's Initials ___

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

VLPA REVISED 12/22 (PAGE 16 OF 16)