



CANCELLATION OF AGENCY CONFIRMATION; AMENDMENT TO PURCHASE AGREEMENT (C.A.R. Form CAC, 12/24)

Subject Property Address _____

This form is intended to supersede the agency confirmation in the purchase offer for the property above and dated _____, in which _____ is referred to as Buyer, and _____ is referred to as Seller, and _____ is referred to as Seller's Brokerage Firm, and _____ is referred to as Buyer's Brokerage Firm.

CANCELLATION OF CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS - PRIOR TO ACCEPTANCE

Buyer's Brokerage Firm, including any Buyer's Agent specified in the Agency Confirmation paragraph or Real Estate Broker Section of the purchase offer:

- (1) Withdraws from representing Buyer in the negotiation and, if applicable, the transaction, for the property above; and
(2) Will not be Buyer's broker notwithstanding any language to the contrary in the Agency Confirmation paragraph or Real Estate Broker Section or elsewhere in the purchase offer.

Buyer's Brokerage Firm _____

By _____ Date _____

CANCELLATION OF CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS - AFTER ACCEPTANCE; AMENDMENT TO PURCHASE AGREEMENT TO MODIFY AGENCY RELATIONSHIPS

1. To Replace a Buyer's Brokerage Firm Seller's Brokerage Firm with a Replacement Brokerage Firm.

2. AGENCY:

- A. Buyer and Seller acknowledge receipt of the attached Disclosure Regarding Real Estate Agency Relationship (C.A.R. Form AD) from the new Brokerage Firm.
B. Paragraph 2B of the Purchase Agreement is deleted and replaced with the attached Agency Confirmation (C.A.R. Form AC).
C. Buyer and Seller acknowledge the terms of the PRBS, which apply to the Replacement Brokerage Firm.

3. REAL ESTATE BROKERS SECTION:

Buyer's Brokerage Firm Seller's Brokerage Firm information is deleted and replaced with the following:

Replacement Brokerage Firm _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

- 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.

The foregoing terms and conditions amending the existing Agreement are hereby accepted, and the undersigned agrees to the above terms and conditions and acknowledge receipt of a Copy of this Cancellation of Confirmation of Real Estate Relationships; Amendment to Purchase Agreement. If done prior to acceptance, signatures here are to acknowledge receipt of this form.

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Seller's Brokerage Firm _____

By _____ Date _____

Buyer's Brokerage Firm _____

By _____ Date _____

Replacement Brokerage Firm _____

By _____ Date _____

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ESTIMATED COMPENSATION COSTS FOR BUYER
(C.A.R. Form ECC-B, 12/24)

Buyer: _____ Date: _____
 Property Address: _____

PURPOSE AND USE: This form is a tool to explain the amount of costs a buyer will incur after considering different methods to structure an offer related to compensation for the buyer's broker. In all scenarios, Buyer agrees in writing to pay buyer's broker (such as C.A.R. Form BRBC or PSRA). **Scenario #1:** Seller agrees in a purchase agreement or separate agreement to pay the buyer's broker the entire amount that buyer owes buyer's broker. **Scenario #2:** Seller agrees in a purchase agreement or separate agreement to pay the buyer's broker the following amount (which could be a flat fee or a % of the purchase price) which does not fully satisfy the obligation of buyer to pay buyer's broker. **Scenario #3:** Seller does not agree to pay any compensation to buyer's broker.

Note: For a full breakdown of all costs of sale, including closing costs, see C.A.R. Form EBC, Estimated Buyer Costs.

	SCENARIO #1 SELLER PAYS BUYER'S BROKER IN FULL	SCENARIO #2 SELLER PAYS BUYER'S BROKER IN PART	SCENARIO #3 SELLER DOES NOT PAY BUYER'S BROKER. BUYER PAYS BUYER'S BROKER ENTIRELY
A. PURCHASE PRICE #1	\$ _____	\$ _____	\$ _____
BUYER'S BROKER TOTAL COMPENSATION	\$ _____	\$ _____	\$ _____
B. BUYER'S BROKER COMPENSATION PAID BY SELLER	\$ _____	\$ _____	\$ 0
C. BUYER'S BROKER COMPENSATION PAID BY BUYER (DIFFERENCE BETWEEN WHAT BUYER OWES AND WHAT SELLER PAYS (A-B))	\$ 0	\$ _____	\$ _____
A. PURCHASE PRICE #2	\$ _____	\$ _____	\$ _____
BUYER'S BROKER TOTAL COMPENSATION	\$ _____	\$ _____	\$ _____
B. BUYER'S BROKER COMPENSATION PAID BY SELLER	\$ _____	\$ _____	\$ 0
C. BUYER'S BROKER COMPENSATION PAID BY BUYER (DIFFERENCE BETWEEN WHAT BUYER OWES AND WHAT SELLER PAYS (A-B))	\$ 0	\$ _____	\$ _____

Prepared by:
 Real Estate Broker (Firm) _____ DRE Lic. # _____
 By _____ DRE Lic. # _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and received a copy of this [Estimated Compensation Costs for Buyer](#).

Buyer _____ Date _____
 Buyer _____ Date _____

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ESTIMATED COMPENSATION COSTS FOR SELLER
(C.A.R. Form ECC-S, 12/24)

Seller: _____ Date: _____

Property Address: _____

PURPOSE AND USE: This form is a tool to explain the net proceeds a seller will receive after considering different methods for compensating a buyer's broker. In all scenarios, Seller agrees in the listing to pay the seller's broker. **Scenarios #1 and #2:** Seller also agrees in a purchase agreement or separate agreement to pay the buyer's broker, out of the seller's proceeds from the sale, the amount specified which could be a flat fee or a % of the purchase price (could be all or some of the amount that buyer owes their own broker). **Scenario #3:** Seller does not agree to pay any compensation to buyer's broker. Buyer agrees to pay their own broker.

Note: For a full breakdown of all costs of sale, including closing costs, concessions and loan payoff(s), see C.A.R. Form ESP, Estimated Seller Proceeds.

	SCENARIO #1 SELLER PAYS BUYER'S BROKER (____%)	SCENARIO #2 SELLER PAYS BUYER'S BROKER (____%)	SCENARIO #3 SELLER DOES NOT PAY BUYER'S BROKER.
A. PURCHASE PRICE #1	\$ _____	\$ _____	\$ _____
SELLER PAYMENT TO:			
B. SELLER'S BROKER	\$ _____	\$ _____	\$ _____
C. BUYER'S BROKER	\$ _____	\$ _____	\$ 0
SELLER NET PROCEEDS AFTER COMPENSATION AND BEFORE OTHER SELLER COSTS (A LESS B LESS C)	\$ _____	\$ _____	\$ _____

	SCENARIO #1 SELLER PAYS BUYER'S BROKER DIRECTLY (____%)	SCENARIO #2 SELLER PAYS BUYER'S BROKER DIRECTLY(____%)	SCENARIO #3 SELLER DOES NOT PAY BUYER'S BROKER.
A. PURCHASE PRICE #2	\$ _____	\$ _____	\$ _____
SELLER PAYMENT TO:			
B. SELLER'S BROKER	\$ _____	\$ _____	\$ _____
C. BUYER'S BROKER	\$ _____	\$ _____	\$ 0
SELLER NET PROCEEDS AFTER COMPENSATION AND BEFORE OTHER SELLER COSTS (A LESS B LESS C)	\$ _____	\$ _____	\$ _____

Prepared by _____

Real Estate Broker (Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

By signing below, Seller acknowledges that Seller has read, understands and received a copy of this [Estimated Compensation Costs for Seller](#).

Seller _____ Date _____

Seller _____ Date _____

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INCREASED DEPOSIT ADDENDUM
(To be used with an offer, counter offer, or amendment)
(C.A.R. Form IDA, 12/24)

The following terms and conditions are hereby incorporated into the Purchase Agreement, OR Other _____
_____ (“Agreement”), dated _____,
on property known as _____ (“Property”),
between _____ (“Buyer”)
and _____ (“Seller”).

Buyer and Seller are referred to as the “Parties.”

- 1. INCREASED DEPOSIT:** Buyer agrees to deposit with Escrow Holder, in the same manner as the Initial Deposit, upon removal of all contingencies **OR** on _____ (date) **OR** upon _____ the sum of _____ Dollars (\$ _____).
- 2. COMBINED DEPOSIT:** The combined total of the Initial Deposit and the Increased Deposit shall be \$ _____ (____% of purchase price). The % specified is for calculation purposes and is not a contractual term.
- 3. APPLICATION OF INCREASED DEPOSIT TO LIQUIDATED DAMAGES:** 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.

The undersigned have read and acknowledge receipt of a copy of this Increased Deposit Addendum.

SELLER _____ Date _____
 SELLER _____ Date _____
 BUYER _____ Date _____
 BUYER _____ Date _____

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RENTAL PROPERTY OWNER INTAKE FORM
(Intended to be provided with property management agreement or lease listing, but not with a residential lease)
(C.A.R. Form RPOI, Revised 12/24)

Rental Property Owner, _____ ("RPO")
provides the following answers with regard to the real property described as _____,
Unit # _____, situated in _____, County of _____, California ("Premises").
RPO authorizes that the answers provided on this form may be used to supplement a lease listing or property management agreement with a broker and in preparation of executing a lease with a tenant.

1. Note to RPO, PURPOSE: To provide a broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
• Something that you do not consider material may be perceived differently by others.
• Think about what you would want to know if you were leasing or renting the Premises.
• Read the questions carefully and take your time.

2. RPO COMPLIANCE REQUIREMENTS: RPO is advised that many of the times below, such as 4 – 13, may require compliance with the applicable legal standard prior to leasing or renting the Premises. A real estate broker is qualified to advise on real estate transactions and does not have expertise in these areas. If RPO desires legal advice, RPO should consult a qualified California real estate attorney.

3. RPO's AWARENESS: For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided.

4. WATER CONSERVING PLUMBING FIXTURES: ARE YOU (RPO) AWARE OF...
Whether the Premises was built prior to January 1, 1994..... Yes No

- (1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code § 1101.3..... Yes No
(2) If Yes to 1, are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing fixtures..... Yes No

Note: §§ 1101.1 – 1101.5 of the Civil Code requires all commercial and residential properties, including both single family and multi-family, to be equipped with water-conserving plumbing fixtures.

Explanation: _____

5. WATER HEATERS: ARE YOU (RPO) AWARE OF...
Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in accordance with applicable law..... Yes No

Explanation: _____

6. CARBON MONOXIDE DETECTORS: ARE YOU (RPO) AWARE OF...
Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage..... Yes No
If yes, has RPO installed any carbon monoxide detectors..... Yes No

Explanation: _____

7. SMOKE ALARMS: ARE YOU (RPO) AWARE OF...
Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor..... Yes No

Explanation: _____

8. POOL/SPA SAFETY: ARE YOU (RPO) AWARE OF...
Whether there is a pool or spa on the Premises..... Yes No

- (1) If yes, does any pool or spa on the Premises have an approved anti-entrapment drain cover? (No further explanation required.)..... Yes No
(2) If yes, are any of the following safety features installed on the Premises? (No further explanation required.)..... Yes No

- An enclosure that isolates the pool/spa
 Removable mesh fencing with a self-closing and self-latching gate
 A manually or power operated safety pool cover
 Exit alarms on a private single-family home's door and windows providing direct access
 A self-closing, self-latching device on a single-family home's doors
 An alarm in the pool that will detect accidental or unauthorized access to the pool/spa
 Other: As long as it meets equal or greater protection to the above safety features: _____

Explanation: _____



- 9. BED BUG:** **ARE YOU (RPO) AWARE OF...**
 Whether there is any current infestation of bed bugs..... Yes No
 Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.
 Explanation: _____
-
- 10. PROPOSITION 65 WARNING NOTICE:** **ARE YOU (RPO) AWARE OF...**
 Whether a Proposition 65 warning notice has been posted on the Premises..... Yes No
 Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.
 Explanation: _____
-
- 11. GAS METER(S):** **ARE YOU (RPO) AWARE OF...**
 Whether there are separate gas meters for different rental units on the Premises..... Yes No
 (1) If yes, specify below which unit(s) have separate gas meters.
 (2) If yes, specify below which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.
 Explanation: _____
-
- 12. ELECTRIC METER(S) :** **ARE YOU (RPO) AWARE OF...**
 Whether there are separate electric meters for different rental units on the Premises..... Yes No
 If yes, specify below which unit(s) have separate electric meters.
 Explanation: _____
-
- 13. 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
 If yes, specify below the location of the shutoff valves
 Explanation: _____
-
- 14. PERMITS:** **ARE YOU (RPO) AWARE OF...**
A. Any room additions, structural modification, or other alterations or repairs made without necessary permits..... Yes No
B. Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling..... Yes No
 Explanation: _____
-
- 15. PARKING:** **ARE YOU (RPO) AWARE OF...**
 Whether Premises contains any on site parking..... Yes No
 (1) If yes, the parking spots are assigned to specific units or first come, first served
 (2) If yes, is there an additional charge for onsite parking..... Yes No
 Explanation: _____
-
- 16. STORAGE:** **ARE YOU (RPO) AWARE OF...**
 Whether Premises contains any on site storage space apart from the rental unit..... Yes No
 (1) If yes, the storage spaces are assigned or first come, first served
 (2) If yes, is there an additional charge for onsite storage..... Yes No
 Explanation: _____
-
- 17. TRASH PICKUP:** **ARE YOU (RPO) AWARE OF...**
 Whether the Premises contains scheduled trash pickup..... Yes No
 (1) If yes, what are the days on which trash pickup is scheduled _____
 (2) If yes, specify below any specific restrictions or obligations regarding trash recycling or separation
 Explanation: _____
-
- 18. LAWN WATERING:** **ARE YOU (RPO) AWARE OF...**
 Whether the tenants are obligated to water any lawns or other landscaping on the Premises..... Yes No
 If yes, specify below any local watering restrictions limiting the amount or frequency of any watering
 Explanation: _____
-



19. PETS: **ARE YOU (RPO) AWARE OF...**
 Whether the RPO maintains a "pet policy" for the Premises..... Yes No
 If yes, specify below the specifics or limitations of any such policy. RPO is advised that RPO may not prohibit a tenant from having a qualified service or support animal.
 Explanation: _____

20. KEYS **ARE YOU (RPO) AWARE OF...**
A. Whether the Premises has been re-keyed since the previous occupant vacated..... Yes No
B. 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
C. Whether there are any garage door or gate openers/remotes..... Yes No
 Explanation: _____

21. MAILBOXES: **ARE YOU (RPO) AWARE OF...**
 Whether the Premises contains separate individual mailboxes for the units..... Yes No
 (1) If yes, are the mailboxes keyed or otherwise separately secured..... Yes No
 (2) If yes, specify the location of any mailboxes
 Explanation: _____

22. LAUNDRY ROOM/APPLIANCES: **ARE YOU (RPO) AWARE OF...**
A. Whether the Premises contains a separate or community laundry room..... Yes No
 (1) If yes to A, specify below whether laundry appliances are provided for use by the tenants or are the tenants required to provide their own machines
B. Whether there are appliances that will be provided with a lease..... Yes No
 (1) If yes, check all that will be provided
 Stove(s), oven(s), stove/oven combo(s); Refrigerator(s); Wine Refrigerator(s);
 Washer(s); Dryer(s); Dishwasher(s);
 Microwave(s); Other: _____ Other: _____
 (2) If yes to B, are they leased by a third party vendor..... Yes No
 (3) If yes to B, will RPO be responsible for replacement or maintenance..... Yes No
 Explanation: _____

23. WOOD BALCONIES AND STAIRS: **ARE YOU (RPO) AWARE OF...**
 If the building on which the Premises is located contains 3 or more units, whether the building has balconies, decks, stairways or other structure ("Elevated Elements) extending beyond the exterior walls of the building, which are at least 6 feet above ground level, and supported in whole or in part by wood or wood-based products..... Yes No
 (1) If yes, has an inspection report has been obtained within the last 6 years to assess the safety of the elevated elements..... Yes No
 (2) If yes to 1, specify if the report indicates whether the Elevated Elements are in need or repair or are in proper working condition and do not pose a threat to health or safety.
 Note: If RPO obtains an inspection report for the safety of elevated elements, RPO must maintain, in the RPO's permanent records, inspection reports for the last two cycles of reports obtained.
 Explanation: _____

24. OTHER MATERIAL FACTS: **ARE YOU (RPO) AWARE OF...**
 Any other material facts affecting the Premises..... Yes No
 Explanation: _____

RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO.

Rental Property Owner _____ Date _____
 Rental Property Owner _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER INTAKE FORM.

Real Estate Broker _____, By _____ Date _____

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TRANSFER OF BUYER REPRESENTATION AGREEMENT
 (May also be used for transfer of a tenant representation agreement)
 (C.A.R. Form TOBR, 12/24)

_____ (“Broker”) has entered into a written Representation and Broker Compensation Agreement OR Property Showing Representation Agreement, **Tenant Representation and Broker Compensation Agreement**, Other _____, dated _____ (“Representation Agreement”), with _____ (“Buyer/Tenant”), hereafter, (“Principal”), for the Property identified in the Representation Agreement (“Property”).

Principal has entered into contract for the following Property _____ . Escrow is open with _____ (Escrow). Escrow # _____. Broker and Principal agree to terminate their agency relationship, duties and responsibilities with and to each other, and to transfer the Representation Agreement to _____ (“New Broker”), subject to the terms and conditions specified below.

1. **TRANSFER:** Principal and Broker agree that by signing below, the Representation Agreement (and any addenda or amendment) shall be assigned to and transferred to New Broker and all duties of Broker arising out of the Representation Agreement shall be terminated. New Broker agrees to the terms of that Representation Agreement and shall be designated and serve as the Principal’s Broker for the **purchase** or lease of the Property. If New Broker and Principal sign a new representation agreement, that representation agreement shall replace the Representation Agreement.
2. **CONSIDERATION FOR RELEASE:**
 - A. (1) Principal agrees to pay Broker \$ _____, for out-of-pocket expenses, costs incurred, and services rendered in efforts related to the Representation Agreement prior to transfer of the Representation Agreement.
OR (2) (if checked) Principal owes no compensation to Broker.
 - B. (1) New Broker agrees to pay Broker _____% of the total gross compensation earned by New Broker (based upon Principal’s side of the transaction), OR \$ _____, payable through escrow, if **applicable (i)** upon recordation of deed, or other evidence of transfer, or **(ii)** if completion of the transaction is prevented by default of the Principal, upon receipt by New Broker of compensation due on Principal’s default.
OR (2) (If checked) New Broker owes no compensation to Broker.
3. **AGENCY RELATIONSHIPS:** Principal agrees that any agency relationship with Broker arising out of the Representation Agreement is terminated. Principal acknowledges, prior to the execution of this transfer agreement, receipt of the attached “Disclosure Regarding Real Estate Relationship” (C.A.R. Form AD) from New Broker. **Principal, Broker, and New Broker shall sign a Cancellation of Agency Confirmation (C.A.R. Form CAC) documenting the termination of the agency relationship with Broker in any actual or potential transaction.**
4. **ESCROW:** If Property is already in escrow, New Broker shall: **(i)** Provide an Agency Confirmation (C.A.R. Form AC) to **Principal** and Seller as an amendment to the purchase agreement reflecting New Broker’s agency relationship in place of Broker’s **(such as C.A.R. Form CAC)**; **(ii)** Execute and deliver any new documents related to compensation that are necessary for Escrow or seller’s broker; and **(iii)** Execute any further escrow instructions as may be reasonably necessary to confirm the transfer of the Representation Agreement to New Broker.
5. **TRUST FUNDS:** If applicable, any and all trust funds currently held by Broker or received for the benefit of the Property shall be immediately delivered New Broker for deposit into New Broker’s trust account in compliance with the Business and Professions Code and other applicable laws or returned to the party for which the money is held in trust.
6. **AGENT:** The Representation Agreement was obtained through _____ (“Agent”) (a salesperson or broker associate working through Broker).
 - A. Agent is no longer affiliated with Broker, or as of _____ (Date) will no longer be affiliated with Broker. Agent, as applicable, is or will (not) be affiliated with New Broker.
 - OR B. Agent remains affiliated with Broker.
7. **TRANSACTION FILES AND DOCUMENTS:** Agent acknowledges the obligation to deliver to Broker copies of all relevant files and documents pertaining to the Representation Agreement, and within Agent’s custody and control, that have not previously been provided to Broker. Broker authorizes Agent to deliver to New Broker copies of those files and documents. New Broker acknowledges Agent’s responsibility, and not Broker’s, for transaction files and documents that have not previously been delivered to Broker.
8. **RELEASE:** Other than as provided herein, from this date forward, Broker and Principal mutually agree to: **(i)** Release each other from all duties and obligations contained in or arising under the Representation Agreement ; **(ii)** Release each other from all claims, actions and demands that each may have against the other by reason of the Representation Agreement that may arise from this day forward; and **(iii)** Hold each other harmless from any such claims, actions and demands. However, Broker and Principal agree that the dispute resolution and attorney fees provisions of the Representation Agreement shall control any dispute arising out of this transfer of the Representation Agreement.



9. OTHER TERMS: _____

By signing below Principal, Broker and New Broker each acknowledges that each has read, understands, has received a copy of, and agrees to the terms of this Transfer of Buyer Representation Agreement.

Principal _____ Date _____

Broker (Firm) _____ DRE Lic# _____

By (Broker/Office Manager) _____ DRE Lic# _____ Date _____

New Broker (Firm) _____ DRE Lic# _____

By (Broker/Office Manager) _____ DRE Lic# _____ Date _____

By signing below Agent acknowledges that Agent has read, understands, and received a copy of this Transfer of Buyer Representation Agreement.

Agent _____ Date _____

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OFFER OF TENANT POSITIVE RENTAL PAYMENT REPORTING
(C.A.R. Form TRPR, 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR [] Residential Lease After Sale, [] Other [] ("Agreement"), dated [], on property located at (Street Address) [] (Unit/Apartment) [] (City) [] (State) [] (Zip Code) [] ("Premises"), in which [] is referred to as "Tenant" and [] is referred to as "Housing Provider" (the term "Housing Provider" includes Rental Property Owner and agent).

1. TENANT RIGHT TO REQUEST THAT HOUSING PROVIDER REPORT TENANT'S POSITIVE RENTAL PAYMENTS TO A NATIONWIDE CONSUMER REPORTING AGENCY:

- A. Tenant has the right to request that Housing Provider report tenant's positive rental payment information to at least one nationwide consumer reporting agency. If the tenant makes the request, the Housing Provider shall comply. Positive rental payment information means information regarding a tenant's complete AND timely payment of rent.
B. [] Housing Provider is NOT required to provide a tenant's positive rental payment information to a nationwide reporting agency because the property in which the Premises is located contains 15 or fewer units AND:
(1) [] Housing Provider owns no other residential rental building; or
(2) [] Housing Provider is not a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation.

2. POSITIVE RENTAL INFORMATION REPORTING IS OPTIONAL: Tenant is not required to ask Housing Provider to report Tenant's positive rental payment information to a national reporting agency.

3. TIME TO REQUEST POSITIVE RENTAL INFORMATION REPORTING: Tenant may submit the election to have positive rental information reporting at any time.

4. DIRECTION TO STOP POSITIVE RENTAL INFORMATION REPORTING: If Tenant elects to have positive rental information reported, Tenant may instruct Housing Provider to stop positive rental payment information reporting at any time. However, if Tenant elects that Housing Provider stops reporting positive rental payment information after previously electing to have such information reported, then Tenant may not require resumption of positive rental information reporting for at least six months after making the request to opt-out of such reporting.

5. NAMES(S) OF REPORTING AGENCIES: If Tenant elects positive rental information reporting, Housing Provider will report the information to the following consumer reporting agency(ies) [] Transunion, [] Equifax, [] Experian, [] Other: []

6. HOW TO OPT-IN TO POSITIVE RENTAL INFORMATION REPORTING: Tenant may elect to opt-in the positive rental information reporting by checking the Tenant Opt-In box in paragraph 10 below, signing and dating in that box, and

A. Emailing a copy of this form with the Tenant Opt-In box completed to Housing Provider at the following email address: []

OR B. [] This form was provided to Tenant by first-class United States mail. Tenant may opt-in to positive rental information reporting by mailing a copy of this form with the Tenant Opt-In box completed to Housing Provider, in the attached self-addressed, stamped envelope.

7. HOW TO OPT-OUT OF POSITIVE RENTAL INFORMATION REPORTING: Tenant may elect to opt-out of positive rental payment information report by checking the Tenant Opt-Out box in paragraph 11 below, signing and dating in that box, and

A. Emailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider at the following email address: []

OR B. [] Mailing a copy of this form with the Tenant Opt-Out box completed (or a separate document containing the same information, that is signed and dated by Tenant) to Housing Provider, at the following address: []

8. ADDITIONAL COPIES OF THIS FORM: Tenant may request additional copies of the written election of positive rental payment information reporting from the Housing Provider at any time. A housing provider that receives a request from a tenant pursuant to this paragraph shall comply with the request.

9. SERVICE FEE FOR POSITIVE RENTAL INFORMATION REPORTING: If Tenant opts-in to positive rental information reporting:

A. Tenant shall pay Housing Provider a monthly service fee of \$ [] (not to exceed \$10.00 or the actual cost, whichever is lower). If the fee remains unpaid for 30 days or more, the Housing Provider may stop reporting the tenant's rental payments, and the tenant shall not elect positive rental payment information reporting again for a period of six months from the date on which the fee first became due.

OR B. [] No monthly service fee is required.

This form was provided to Tenant with a copy of the lease/rental agreement OR [] by first-class mail OR [] by email.

Housing Provider (Signature): [] Date: []

Housing Provider (Signature): [] Date: []



10. OPT-IN to positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider report tenant positive rental payment information to the agencies specified above, agrees to pay the monthly fee above, if any, and understands that Tenant may withdraw this election at any time by following the Opt-Out procedure specified.

Tenant (Signature): _____ Date: _____

Tenant (Signature): _____ Date: _____

OR

11. OPT-OUT of positive rental information reporting:

By signing below, Tenant acknowledges that they have read, understand, and have received a copy of this Offer of Tenant Positive Rental Payment Reporting.

Tenant elects to have Housing Provider **stop reporting** tenant positive rental payment information to the agencies specified above.

Tenant (Signature): _____ Date: _____

Tenant (Signature): _____ Date: _____

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