



NEW CONSTRUCTION PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM NCPA, Revised 12/24)

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

1. OFFER:

- A. THIS IS AN OFFER FROM \_\_\_\_\_ ("Buyer").
B. FOR THE PURCHASE of the following described real estate together with the dwelling to be erected thereon and further described 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.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. CLOSE OF ESCROW

- (1) Close Of Escrow shall occur at the earlier of: (i) the time specified in paragraph 4B 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 ("Closing Date").
(2) Seller agrees to complete construction of the Property and file a notice of completion thereon on or before the time specified in paragraph 4B, which shall not be more than 1 year after Acceptance.
(3) If escrow does not close on or before the time specified in paragraph 4B, or after 1 year of Acceptance, as otherwise extended by Seller and Buyer in writing after Acceptance or by Seller under paragraph 1D(2), due to no fault of Buyer, then Seller shall, within 15 Days after the time specified in paragraph 4B or as extended, return Buyer's deposit, including: (i) all third-party charges such as those specified in paragraphs 41 and 42; and (ii) charges for Optional Items specified in paragraph 2.
(4) If Buyer is at fault, Seller shall not be obligated to return any amount paid to Seller as liquidated damages pursuant to paragraph 43, if applicable.

E. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. OPTIONAL 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.
B. (1) 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").
(2) 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.
(3) 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.

3. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee.
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
Seller's Brokerage Firm \_\_\_\_\_ License Number \_\_\_\_\_
Is the broker of (check one): [ ] the Seller; or [ ] both the Buyer and Seller (Dual Agent).
Seller's Agent \_\_\_\_\_ License Number \_\_\_\_\_
Is (check one): [ ] the Seller's Agent (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm \_\_\_\_\_ License Number \_\_\_\_\_
Is the broker of (check one): [ ] the Buyer; or [ ] both the Buyer and Seller (Dual Agent).
Buyer's Agent \_\_\_\_\_ License Number \_\_\_\_\_
Is (check one): [ ] the Buyer's Agent (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
C. [ ] More than one Brokerage represents [ ] Seller, [ ] Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).



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

**D. 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).

**E.**  (If checked) REFERRAL LICENSEE: \_\_\_\_\_ (print Firm Name) is a Referral Licensee only and shall be compensated \$ \_\_\_\_\_ or \_\_\_\_\_% of the Purchase Price. Buyer and 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 Agreement. Referral Licensee is not a part to this Agreement between Buyer and Seller. **Note to Referral Licensee: Do not confirm agency if checking this paragraph. If you later become an Agent in the transaction add a Confirmation of Real Estate Agency Relationships at that time (C.A.R. Form AC).**

**4. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 18 pages. The Parties are advised to read all 18 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
<b>A</b>	6, 6B (cash)	<b>Purchase Price</b>	\$ _____ (excluding options and upgrades)	<input type="checkbox"/> All Cash
<b>B</b>	1D	<b>Close Of Escrow (COE)</b>	____ Days after Acceptance OR on _____ (date) (mm/dd/yyyy)	
<b>C</b>	46	<b>Expiration of Offer</b>	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
<b>D(1)</b>	6A(1)	<b>Initial Deposit Amount</b>	\$ _____ (____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Delivered to Escrow (or <input type="checkbox"/> Seller) within 3 (or _____) business days after Acceptance by wire transfer <b>OR</b> <input type="checkbox"/> Personal Check <b>OR</b> <input type="checkbox"/> _____
<b>D(2)</b>	6A(2)	<input type="checkbox"/> <b>Increased Deposit</b>	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
<b>D(3)</b>	2, 6A(4)	<input type="checkbox"/> <b>Option and Upgrade Deposit</b> (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.
<b>E(1)</b>	6C(1)	<b>Loan Amount(s):</b> First Interest Rate _____ Points _____  If FHA or VA checked, Deliver list of lender required repairs	\$ _____ (____% of purchase price) Fixed rate or <input type="checkbox"/> 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, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
<b>E(2)</b>	6C(2)	Additional Financed Amount _____ Interest Rate _____ Points _____	\$ _____ (____% of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
<b>E(3)</b>	8A	<b>Occupancy Type</b>	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
<b>F</b>	6D	<b>Balance of Down Payment</b>	\$ _____	
		<b>PURCHASE PRICE TOTAL</b>	\$ _____	
<b>G</b>	<b>SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS</b>			
<b>G(1)</b>	6E	<input type="checkbox"/> <b>Seller Credit to Buyer</b>	\$ _____	For closing costs
<b>G(2)</b>	<b>ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation):</b> _____			
<b>G(3)</b>	21	<input type="checkbox"/> <b>Seller Payment for Buyer's Obligation to compensate Buyer's Broker</b>  <b>Buyer Compensation Affirmation</b>	<b>Seller agrees to pay</b> , out of the transaction proceeds, _____% of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____ toward the obligation of Buyer to compensate Buyer's Broker.  Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated above.	
<b>H(1)</b>	6B	<b>Verification of All Cash</b> (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
<b>H(2)</b>	7A	<b>Verification of Down Payment and Closing Costs</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
<b>H(3)</b>	7B	<b>Verification of Loan Application</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
<b>I</b>	<b>Intentionally Left Blank</b>			



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

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

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
J	12	<b>Public Report Status</b>	<input type="checkbox"/> Final Public Report <input type="checkbox"/> No Public Report Required <input type="checkbox"/> Conditional Public Report <input type="checkbox"/> Amended/Renewed Public Report	<b>If Conditional Public Report is checked:</b> Final Public Report shall be issued within <input type="checkbox"/> 6 months or <input type="checkbox"/> 30 months of the date of issuance of the Conditional Public Report.
K	19	<b>Final Verification of Condition</b>	5 (or _____) Days prior to COE	
L	26	<b>Assignment Request</b>	17 (or _____) Days after Acceptance	
M		<b>CONTINGENCIES</b>	<b>TIME TO REMOVE CONTINGENCIES</b>	<b>CONTINGENCY REMOVED</b>
M(1)	9A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
M(2)	9B, 15	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	<b>REMOVAL OR WAIVER OF CONTINGENCY:</b>  Any contingency in M(1)-M(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal form (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 9l.  <input type="checkbox"/> <b>CR-B attached</b>
M(3)	9C	<b>Insurance</b>	17 (or _____) Days after Acceptance	
M(4)	9D, 18A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
M(5)	9E, 12	<b>Review of Public Report</b>	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
M(6)	9F, 17	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later	
M(7)	9G, 13F	<b>Common Interest Disclosures</b> required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
M(8)	9H, 10C	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
		<b>Possession</b>	<b>Time for Performance</b>	
N		<b>Delivery of Possession</b>	Upon notice of recordation On COE date	Property shall be delivered vacant unless Otherwise Agreed.
O	<b>Intentionally Left Blank</b>			
P		<b>Documents/Fees/Compliance</b>	<b>Time for Performance</b>	
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)	33	Evidence of representative authority	3 Days after Acceptance	
Q	<b>Allocation of Costs</b>			
	<b>Para #</b>	<b>Item Description</b>	<b>Who Pays</b> (if Both is checked, cost to be split equally unless Otherwise Agreed)	<b>Additional Terms</b>
Q(1)	13A, 13B	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____ <input type="checkbox"/> Provided by: _____
Q(2)		(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)	22C	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Each to pay their own fees	Escrow Holder: _____
Q(4)	17G	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): _____
Q(5)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(6)		County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(8)	13F(2)	HOA fee for preparing disclosures	Seller	
Q(9)		HOA certification fee	Buyer	



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

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

	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(10)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> 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(11)		Termite pre-spray or treatment	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(13)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	14	<b>INSULATION INFORMATION:</b> Exterior Walls: Type _____ Thickness _____ R-Value _____ Ceilings: Type _____ Thickness _____ R-Value _____ Interior Walls: Type _____ Thickness _____ R-Value _____ Other _____: Type _____ Thickness _____ R-Value _____		
S	41, 42	<b>SELLER ESTIMATES FOR THIRD PARTY CHARGES:</b> Credit Reports _____ Preliminary Title Reports _____ Escrow Services _____ Appraisals _____ Loan Processing Fees _____		
T	37	<b>WARRANTY BEING PROVIDED:</b> Standard Warranty		
U		<b>OTHER TERMS:</b> Other terms and conditions are void to the extent that they impair or limit the rights or remedies reserved to Buyer elsewhere in this Agreement. <b>Note to Seller: For property sold subject to a public report, you must submit any addenda form(s) you intend to attach to this Agreement to, and have them be accepted by, the DRE.</b> _____ _____		

5. PROPERTY ADVISORIES AND DISCLOSURES: (check all that apply)

A. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be BUYER AND SELLER ADVISORIES 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)
- 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 \_\_\_\_\_

B. ATTACHED DISCLOSURES:

- (1) If checked, Buyer acknowledges receipt of the following disclosures:
- Final Public Report
  - Model Plan/Property Description
  - Bonded Debt
  - Notice of Special Tax
  - Smoke Detector
  - Newly converted condominium
  - DRE 2790.9 (for properties for completed or occupied more than 3 years prior to a public report)
  - Conditional Public Report
  - Zone Report
  - Property Disclosure Statement
  - HOA Documents
  - Water Heater
  - Industrial, Commercial, Airport Zone
  - Amended/Renewed Public Report
  - Site Report
  - Seller's Warranty
  - Utility Disclosures
  - Transportation Corridors
- (2) **ADDITIONAL DISCLOSURES:** Seller shall provide Buyer with the following additional disclosures: \_\_\_\_\_

6. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to the party selected in **paragraph 4D(1)**. If being delivered to Seller, Seller must have obtained a bond or bonds meeting the requirements of B&P Code §§ 11013.2(c) or 11013.4(b) or (c), and DRE Regulation 2791.2. If Seller has not obtained such bond(s), then deposit shall be delivered directly to Escrow. **Note to Seller: If the purchase agreement is signed under the authority of a conditional Public Report, all funds must be impounded and held in a neutral escrow depository per B&P Code §§ 11013.4(a) or 11013.2(a).**
- (2) **OPTION DEPOSIT:** Option deposit (**paragraph 4D(3)**) to be delivered to Escrow Holder in the same manner and subject to the same terms as the Initial Deposit and subject to the terms of the Options and Upgrades Addendum (C.A.R. Form NCOU).
- (3) **RETENTION OF DEPOSIT:** Paragraph 43, if initialed by all Parties or otherwise incorporated into this Agreement, 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.



**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 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.
- (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.

**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.

**7. 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 7B**.

**B. 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.

**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 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.

**8. CLOSING AND POSSESSION:**

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

**B. 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.

**C. 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.

**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 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.**

**9. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**

**A. 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 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 Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance 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) **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.

**B. 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.



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

- C. **INSURANCE:** This Agreement is, as specified in **paragraph 4M(3)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- D. **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**.
- E. **REVIEW OF PUBLIC REPORT:** This Agreement is, as specified in **paragraph 4M(5)**, 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."
- F. **TITLE:**
  - (1) This Agreement is, as specified in **paragraph 4M(6)**, 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 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 Report.
- G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 4M(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 13F** ("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 10C**, is, as specified in **paragraph 4M(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 4M(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- 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 4M, 9, 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, 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.
  - (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.
- 10. **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 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.
  - B. **ITEMS INCLUDED IN SALE:** Items included are those specifically indicated in this Agreement, the model plan/property description, or as Otherwise Agreed.
  - C. **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 4Q(1) and (2) 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**.
  - A. **FINAL PUBLIC REPORT:** A public report is required to be delivered to Buyer prior to the execution of this Agreement.
  - B. **NO PUBLIC REPORT REQUIRED:** No public report is required.
  - C. **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.
  - D. **AMENDED/RENEWED PUBLIC REPORT:** An amended/renewed public report is required to be delivered to Buyer prior to execution of this Agreement.
- 13. **DISCLOSURES:**
  - A. **STATUTORY DISCLOSURES WHEN NO PUBLIC REPORT IS REQUIRED:**
    - (1) **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).

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(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 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.

(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.

(D) 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).

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

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

(5) **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 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.

(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, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

**B. 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.

**C. 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.

**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 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.)

**E. 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.)

**F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) 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).



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(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 4P(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 POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 4P(1)**, Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

**H. 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 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.

**I. 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/SELLER.**

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.

**J. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 4P(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

**K. 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**

**A.** 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.

**B.** 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.

**C.** 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:**

**A.** 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(4)**. 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.

**B.** 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.

**C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.





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- D. 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.
  - E. 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.
  - 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 "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.
- 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-B, CR-S 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, 13H, 13J, 13K, 17A, 17D, 33, 35, 36, and 37**. This paragraph does not apply to the delivery of the Public Report. See **paragraphs 4 and 12** for Public Report delivery requirements.
  - B. **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)**.
    - (2) 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-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. 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)**.
    - (3) **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 remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 18C(1)**.
  - C. **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 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 9H**; (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 **C.A.R. Form IDA and paragraph 43**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 33**; 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.
    - (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, including fees and expenses 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 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.
    - (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 removed in writing.

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

- E. 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 18**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 18G**, whether or not the Scheduled Performance Day falls on a Saturday, or 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. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. 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.
- F. 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 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.**
- 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, 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:**
  - A. COMPENSATION:**
    - (1) Timing of Broker 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.
    - (2) Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: **(i)** is valid; **(ii)** covers the Property; and **(iii)** provides for compensation for no less than the amount stated in **paragraph 4G(3)**. If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker
    - (3) Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.



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

**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.

**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:**

**A. ESCROW INSTRUCTION PARAGRAPHS:** 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(2-3), 4Q, 4U, 6A(1-3) 6D, 6E, 11, 13F(2), 17 (except 17D), 18H, 20, 21A, 22, 26, 29, 32, 33, 46, and 47.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A** 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 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.

(2) **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.

(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 has either been **(i)** fully reconveyed or **(ii)** expressly subordinated to the Declaration of Covenants, Conditions, and Restrictions.

**C. ESCROW HOLDER GENERAL PROVISIONS:** 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 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.

**D. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** 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 under **paragraph 13C**.



**E. BROKER COMPENSATION:**

(1) **Payment:** Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A**. If a Copy of the separate compensation agreement(s) 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 Agreement.

(2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount of compensation paid by Seller to Buyer's Broker. Escrow Holder's obligation pursuant to **paragraph 22D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 22D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.

**F. INVOICES:** 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. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 6A**. 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. DELIVERY OF AMENDMENTS:** 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 44**.

**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 a 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:

**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 3**.

**C. "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.

**D. "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.

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

**F. "C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.

**G. "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.

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



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

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

- I. **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.
- J. **"Day"** 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). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the in-box for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. 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 (C.A.R. Form DEDA). 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.
- L. **"DRE"** means the Department of Real Estate.
- M. **"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.
- N. **"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 46 or paragraph 47**.
- 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.
- 30. **FAIR APPRAISAL ACT NOTICE:**
  - A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
  - B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint
- 31. **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.
- 32. **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.**
- 33. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 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 and Escrow Holder, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



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

- 34. **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.
- 35. **MAINTENANCE RECOMMENDATIONS:** Provided with the Agreement are Copies of all builder maintenance and preventative maintenance recommendations.
- 36. **MANUFACTURED PRODUCTS MAINTENANCE AND LIMITED WARRANTIES:** Provided with the Agreement are Copies of all manufactured products maintenance, preventative maintenance, and limited warranty information.
- 37. **SELLER'S STANDARD WARRANTY:**
  - A. Seller (i) warrants the Property against defective materials and workmanship, for the minimum periods of time established by Civil Code § 896; and (ii) warrants fit and finish items specified in Civil Code § 900 for one year. Seller's Standard 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 15 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 Standard 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.
  - 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 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 STANDARD 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.
- 38. **BUILDER LIMITED CONTRACTUAL WARRANTIES:** Provided with this Agreement are Copies of all builder limited contractual warranties not specified in paragraph 37 of this Agreement or elsewhere in writing.

39. **PROCEDURES FOR ACTIONS ON CONSTRUCTION DEFECTS AND ESCROW INSTRUCTION:** This sale is governed by Civil Code §§ 895-945.5 and all of the terms of paragraph 39 apply.

- A. **"Notice:** California law establishes procedures that must be followed prior to the filing of any action related to a claimed construction defect. These procedures impact the legal rights of a homeowner. These procedures may be found in Title 7 of Part 2 of Division 2 of the California Civil Code commenting with § 895."
- B. **Escrow Holder Instruction:** By signing this document, the Parties are instructing Escrow Holder to insert in the deed the language specified in quotes in paragraph 39A above.
- C.  If not previously provided to Buyer, or separately provided as an addendum to this Agreement, attached to the Agreement is a Copy of California Civil Code §§ 895-945.5 (C.A.R. Document SB 800). (NOTE: REALTORS® may obtain a copy in the EPubs library in zipForm®.)
- D. By initialing here, Buyer and Seller acknowledge that each has received and read this paragraph and the copy of California Civil Code §§ 895-945.5 provided.

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

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

- E. **AGENT FOR NOTICE:** Claims and requests for information relating to construction defect allegations made pursuant to Chapter 4 of Title 7 of Part 2 of Division 2 of the California Civil Code commencing with § 910 may be made to the following person at the following address: \_\_\_\_\_

By initialing here, Buyer and Seller acknowledge that each has read and understands this paragraph

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

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

40. **NON-ADVERSARIAL PROCEDURE OF CALIFORNIA CIVIL CODE:** Seller elects to engage in the non-adversarial procedure set forth in California Civil Code § 914 for construction defect claims, unless initialed in this paragraph. If initialed here, Seller opts out and Buyer and Seller agree to be bound by the alternative procedure, set forth in the attached Addendum.

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

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

**WARNING: DO NOT INITIAL HERE UNLESS BOTH PARTIES INTEND TO OPT OUT OF NON-ADVERSARIAL PROCEDURES**

- 41. **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 for Third Party Charges, are set forth in paragraph 4S.
- 42. **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.

43. **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, BUYER \_\_\_\_\_ / \_\_\_\_\_ AND SELLER \_\_\_\_\_ / \_\_\_\_\_ AGREE THAT:**

- A. **THE SUMS PAID ON DEPOSIT PURSUANT TO PARAGRAPHS 4D(1) AND 6 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.**



- B. 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 44 AND 45 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 IN EXCESS OF 3 PERCENT OF THE PURCHASE PRICE SHALL BE SUBJECT TO CALIFORNIA CIVIL CODE §1675(F).**

**44. 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](http://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.

- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 45B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 45C; and (iii) Agent’s rights and obligations are further specified in paragraph 45D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.**



**45. 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.

**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 DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”**

Buyer’s Initials \_\_\_\_\_ / \_\_\_\_\_

Seller’s Initials \_\_\_\_\_ / \_\_\_\_\_





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

**46. BUYER'S OFFER**

**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 4C**, 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.**

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 33** for additional terms.

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

**C.** The NCPA has 18 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**D. BUYER SIGNATURE(S):**

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

Printed name of BUYER: \_\_\_\_\_

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

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

Printed name of BUYER: \_\_\_\_\_

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

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**47. ACCEPTANCE**

**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 property sold subject to a public report, 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.**

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 33** for additional terms.

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

**C.** The NCPA has 18 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**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 SELLER: \_\_\_\_\_

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

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).



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

**OFFER NOT ACCEPTED:** \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
Seller's Initials

**REAL ESTATE BROKERS SECTION:**

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
- 2. Agency relationships are confirmed as stated in paragraph 3.
- 3. **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.
- 4. **Agents' Signatures and designated electronic delivery address:**

**A. Buyer's 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.

**Designated Electronic Delivery Address(es): Email above or** \_\_\_\_\_

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

**B. Seller's 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 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 filled out by Seller's Agent): Email above or** \_\_\_\_\_

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

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

**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 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 \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

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

Address \_\_\_\_\_

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).  
Agent or Seller Initials

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**NOTICE OF DEFAULT PURCHASE AGREEMENT**  
 (FOR USE WHEN AN INVESTOR BUYER OFFERS TO PURCHASE AN OWNER-OCCUPIED  
 RESIDENTIAL DWELLING AGAINST WHICH A NOTICE OF DEFAULT HAS BEEN  
 RECORDED)  
 (C.A.R. FORM NODPA, Revised 12/24)

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.

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

1. OFFER:
  - A. THIS IS AN OFFER FROM \_\_\_\_\_ (“Buyer”).  
 Individual(s),  A Corporation,  A Partnership,  An LLC,  Other \_\_\_\_\_
  - B. THE PROPERTY to be acquired is \_\_\_\_\_, situated in \_\_\_\_\_ (City), \_\_\_\_\_ (County), California, \_\_\_\_\_ (Zip Code), Assessor’s Parcel No(s) \_\_\_\_\_ (“Property”).  
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
  - C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
  - D. Buyer and Seller are referred to herein as the “Parties.” Brokers and Agents are not Parties to this Agreement.
2. AGENCY:
  - A. DISCLOSURE: The Parties each acknowledge receipt of a “Disclosure Regarding Real Estate Agency Relationship” (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.
  - B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.  
 Seller’s Brokerage Firm \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Seller; or  both the Buyer and Seller (Dual Agent).  
 Seller’s Agent \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Seller’s Agent (Salesperson or broker associate); or  both the Buyer’s and Seller’s Agent (Dual Agent).  
 Buyer’s Brokerage Firm \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).  
 Buyer’s Agent \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Buyer’s Agent (Salesperson or broker associate); or  both the Buyer’s and Seller’s Agent (Dual Agent).
  - C.  More than one Brokerage represents  Seller  Buyer. See Additional Broker Acknowledgement (C.A.R. Form ABA).
  - D. 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).
3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 19 pages. The Parties are advised to read all 19 pages.

Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ _____ <input type="checkbox"/> All Cash
B		Close Of Escrow (COE)	_____ Days after Acceptance OR on _____ (date)
C	34A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM
D(1)	5A(1)	Initial Deposit Amount	\$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)
E(1)	5C(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 <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above 17 (or _____) Days after Acceptance
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ ( _____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above



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

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

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	
E(3)	7A	Occupancy Type	Investment		
F	5D	Balance of Down Payment	\$ _____		
PURCHASE PRICE TOTAL			\$ _____		
<b>G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS</b>					
G(1)	5E	<input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs	
G(2)	ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____				
G(3)	18	<input type="checkbox"/> Seller Payment for Buyer's Obligation to compensate Buyer's Broker  <b>Buyer Compensation Affirmation</b>	Seller agrees to pay, out of the transaction proceeds, _____% of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____ toward the obligation of Buyer to compensate Buyer's Broker.  Buyer affirmatively represents that, at the time this offer is made, Buyer has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated above.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> 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	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency	
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.	
L(3)	8C, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(9) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I. <input type="checkbox"/> CR-B attached	
L(4)	8D	Insurance	17 (or _____) Days after Acceptance		
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance or 5 Days after Delivery, whichever is later		
L(7)	8G, 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		
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached			
M	Possession		Time for Performance		Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or _____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.		
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ 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 Seller	<input type="checkbox"/> 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.	



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

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

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)	11L(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)	33	Evidence of representative authority	3 Days after Acceptance	
O Intentionally Left Blank				
P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s) / spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____
P(2)	9	Excluded Items:	<input type="checkbox"/> _____;	<input type="checkbox"/> _____;
Q Allocation of Costs				
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____ <input type="checkbox"/> Provided by: _____
Q(2)		Optional Wildfire Disclosure Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Provided by: _____
Q(3)		(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A, 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Each to pay their own fees	Escrow Holder: _____
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> 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	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> 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.



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

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

Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both	
Q(18)	10C	Home warranty plan, chosen by Buyer. Coverage includes, but is not limited to: _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____. Issued by: _____
R	OTHER TERMS: _____			

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:

- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
- Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
- Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
- Mixed Use Purchase Addendum (C.A.R. Form MU-PA)  Other \_\_\_\_\_

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- 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 (C.A.R. 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. 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)
- 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. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. 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) RETENTION OF DEPOSIT: Paragraph 27, 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).
- (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, paragraph 3F) (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 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.
- 6. **ADDITIONAL FINANCING TERMS:**
  - A. **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.
  - 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:** 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; (iii) Except as specified in paragraph 9C, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) 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.
  - C. 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.
  - D. **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 to document the relationship between the Parties. Buyer is advised to consult with Buyer’s lender about the impact of Seller’s occupancy on Buyer’s loan.
  - E. **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.
  - F. 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-B 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 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 Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance 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 contingency.



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

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

(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.

**B. APPRAISAL:**

(1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR-B 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 entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** See paragraph 30 for additional information.

**C. 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.

**D. INSURANCE:** This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

**E. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.

**F. TITLE:**

(1) This Agreement is, as specified in paragraph 3L(6), 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 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 Report.

**G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11L ("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 3L(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 3L(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

**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 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.

**K. 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(9).

**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 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, 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(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 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 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.**

**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), (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).**

**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) 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.**

(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 and paid by the Party specified in paragraphs 3Q(5) and 3Q(6) and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in the FHDS. 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.**



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

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

(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.

**C. 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:**

**A. 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).

(2) 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.

(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").

(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. WAIVER 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(5) OR 5 Days after Delivery of any disclosures specified in paragraphs 11A, 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.

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, 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](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither 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).

(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 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.

M. **SOLAR POWER 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 power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

N. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

O. **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").

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.

(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) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment 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.

C. 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.

D. 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.

E. Buyer indemnify 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.

**13. TITLE AND VESTING:**

A. 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.

B. 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.

C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.

D. 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.

E. 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.

F. 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.**

G. Buyer shall receive a "ALTA 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 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 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.

**14. 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-B, CR-S 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, 11O, 13A, 13D, and 33.



**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 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.
- (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-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. 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.
- (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 contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to paragraph 14C(1).

**C. 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 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) 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 27; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 33; 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.
- (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.
- (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.

**E. 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, except for Close of Escrow which shall be Delivered under the terms of paragraph 14G, 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. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. 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.****F. 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 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.
- 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 to third parties, 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:**
    - (1) **Timing of Broker 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.
    - (2) **Buyer Representation; Seller Payment to Compensate Buyer's Broker:** Buyer affirmatively represents that Buyer, at the time this offer is made, has a written agreement with Buyer's Broker that: (i) is valid; (ii) covers the Property; and (iii) provides for compensation for no less than the amount stated in 3G(3). If any representation (i)-(iii) is not true, then Seller has no obligation to pay Buyer's Broker. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker
    - (3) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.
  - 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. **ESCROW INSTRUCTION PARAGRAPHS:** 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, 32, 33, 34, and 35. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A 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. **ESCROW HOLDER GENERAL PROVISIONS:** 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.
- C. **COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** 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.
- D. **BROKER COMPENSATION:**
  - (1) **Payment:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A. If a Copy of the separate compensation agreement(s) 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 Agreement.
  - (2) **Compensation Disclosure:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to paragraph 3G(3) or other mutual instruction of the parties, the amount of compensation paid by Seller to Buyer's Broker. Escrow Holder's obligation pursuant to paragraph 19D, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to paragraph 19D is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. **INVOICES:** 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.
- F. **VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and C.A.R. Form IDA. 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. **DELIVERY OF AMENDMENTS:** 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 28A.



- 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
- B. 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.
- C. 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 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:
  - 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.
  - C. “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.
  - D. “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.
  - E. “Authorized Agent”** means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. “C.A.R. Form”** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. “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.
  - H. “Copy”** means copy by any means including photocopy, facsimile and electronic.





- I. **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) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. "Day" 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). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless **Otherwise Agreed** in C.A.R. Form DEDA. 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 (C.A.R. Form DEDA). 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.
- L. "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.
- M. "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.
- N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 34 or paragraph 35.
- O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
- 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.

**27. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):**

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 DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

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

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

**28. 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](http://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. 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.**
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 29B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 29C; and (iii) Agent's rights and obligations are further specified in paragraph 29D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.



**29. ARBITRATION OF DISPUTES:**

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having 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) an unlawful detainer action; and (iii) 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.
- 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:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) 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 DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

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

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

**30. FAIR APPRAISAL ACT NOTICE:**

- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
- B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

**31. 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.

**32. 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.



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

33. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 34 or 35 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 3 Days after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

34. **OFFER**

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 or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 33 for additional terms.

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

C. The NODPA 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):**

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

Printed name of BUYER: \_\_\_\_\_

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

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

Printed name of BUYER: \_\_\_\_\_

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

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**PROCEED TO NEXT PAGE**



**35. ACCEPTANCE**

**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)

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 33 for additional terms.

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

**C. The NODPA 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):**

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

Printed name of SELLER: \_\_\_\_\_

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

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

Printed name of SELLER: \_\_\_\_\_

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

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**NOTICE REQUIRED BY CALIFORNIA LAW**

**UNTIL YOUR RIGHT TO CANCEL THIS CONTRACT HAS ENDED,**

\_\_\_\_\_ (BUYER'S NAME)

**OR ANYONE WORKING FOR**

\_\_\_\_\_ (BUYER'S NAME)

**CANNOT ASK YOU TO SIGN OR HAVE YOU SIGN ANY DEED OR ANY OTHER DOCUMENT.**

**You may cancel this contract for the sale of your house without any penalty or obligation at any time before midnight on \_\_\_\_\_ (Enter date five business days after date of contract) or 8 a.m. on \_\_\_\_\_ (the day of the scheduled foreclosure sale) whichever occurs first.**

**See the attached notice of cancellation form for an explanation of this right.**

OFFER NOT ACCEPTED: \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
Seller's Initials



**REAL ESTATE BROKERS SECTION**

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
- 2. Agency relationships are confirmed as stated in paragraph 2.
- 3. 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.
- 4. Agents' Signatures and designated electronic delivery address:

A. Buyer's 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.
- Designated Electronic Delivery Address(es): Email above or \_\_\_\_\_
- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's 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 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 filled out by Seller's Agent): Email above or \_\_\_\_\_
- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

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

**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 19 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 \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

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

Address \_\_\_\_\_

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 \_\_\_\_\_.  
Agent or Seller Initials \_\_\_\_\_ (date)

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# NOTICE OF TERMINATION OF TENANCY INSTRUCTIONS

**THE TENANT PROTECTION ACT OF 2019, aka AB 1482, (“TPA”):** The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws.

**Common Exemptions:** Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominium, as long as the property is not owned by ● a corporation; ● a limited liability company with a corporate member; or ● a real estate investment trust. For this exemption to apply, the Housing Provider must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) single family owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

**USE OF FORM:** In **paragraph 1**, identify if the Property or tenancy is covered by the TPA. If it is, fill out **paragraph 2**. If Property or tenancy is NOT covered by the TPA, fill out **paragraph 3**. **This form is not intended for use in commercial tenancies and shall not be used if the tenant is a Qualified Commercial Tenant.**

**LOCAL RENT AND EVICTION CONTROL WARNING:** If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, additional notice or other requirements may apply. Penalties may exist for non-compliance with such laws.

**RECOMMENDATION TO SEEK LEGAL ADVICE:** There are substantial penalties for attempting to evict a tenant in violation of the TPA. Before serving this Notice, Housing Provider is advised to seek the advice of a qualified California real estate attorney who has experience with the tenant eviction process in California and who is familiar with the laws where the Premises is located if property owner is uncertain: (i) whether the property or tenancy is exempt from the TPA; (ii) how to comply with the TPA; (iii) whether the property or tenancy is subject to a city or county rent or eviction control ordinance or moratorium; or (iii) how to comply with any such local law.

**OTHER TENANCY TERMINATION FORMS:** Housing Provider is advised to use the form identified below for a termination of tenancy for the following reasons:

**Pay Rent or Quit (C.A.R. form PRQ):** Default in the payment of rent;

**Cure or Perform Covenant (C.A.R. form PCQ):** Breach of a material term of the lease or rental; Upon termination of an existing lease, tenant fails to execute a written extension or renewal of a lease for similar terms and duration of an existing lease; Tenant fails to deliver possession of the Premises after giving Housing Provider written notice of intent to terminate; and Tenant refuses to allow owner the right to enter the premises after being given proper notice;

**Notice to Quit (C.A.R. form NTQ):** Tenant maintains or causes a nuisance, waste, criminal activity; makes a criminal threat against the owner or agent; uses the Premises for an unlawful purpose; or where the tenant’s employment or hiring by the owner or agent has been terminated; OR when the tenant has failed to cure a breach of the lease or rental by the time specified in a notice to cure or notice to perform covenant or quit previously provided to tenant.

**REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 2-PAGE FORM.**



**NOTICE OF TERMINATION OF TENANCY**  
 (Intended to be Used for Periodic Tenancies)  
 (C.A.R. Form NTT, Revised 3/24)

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

**YOUR TENANCY IN THE PREMISES IS TERMINATED AS STATED BELOW. (CHECK THE BOX THAT APPLIES.)**

**1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, (“TPA”):**

- The Property or tenancy IS covered by the TPA.** See paragraph 2.
- The Property and tenancy are NOT covered by the TPA.** See paragraph 3.

**\*\* NOTE: COMPLETE PARAGRAPH 2 OR 3. DO NOT COMPLETE BOTH. \*\***

**2.  PROPERTIES OR TENANCIES COVERED BY THE TPA:** Housing Provider is advised to seek counsel from a qualified California real estate attorney before issuing a notice to terminate tenancy.

IF any box in **2A** or **2B** is CHECKED, **paragraph 3 does NOT apply** and only the Notice checked in **paragraph 2A** or **2B** shall be in effect.

**A.** Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later), for the following reason:

- (1)  Family Move-In. Owner, or owner’s spouse, domestic partner, parents, grandparents, children or grandchildren, intend to occupy the Premises. Tenant has previously agreed that owner may unilaterally terminate the tenancy for such a reason (C.A.R. Form RCJC dated \_\_\_\_\_). See NTT-FM for additional terms.
- (2)  Owner intends to withdraw the Premises from the rental market.
- (3)  Owner intends to demolish or substantially remodel the Premises. See NTT-RD for additional terms.
- (4)  Owner intends to comply with **(i)** an order of a government agency or court regarding habitability of the Premises, or direction to vacate OR **(ii)** a local ordinance that mandates the Premises be vacated.

**RELOCATION FEES:** Whether (1)-(4) applies, tenant is entitled to relocation assistance in an amount equal to one-month’s rent. Owner elects to compensate tenant by waiving rent for the final month of tenancy, and the amount of rent due, which is waived, is \$ \_\_\_\_\_, and no payment of rent is due for the final month of the tenancy, or, if checked,  by providing direct payment to tenant within 15 calendar days of providing this notice. However, no payment is required if a court or government agency has determined that the tenant is the cause of reason for the notice in **2A(4)**.

**OR B.**  Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later).

Only applies if **(i)** all tenants have occupied the Premises for less than 12 months OR **(ii)** at least one tenant has occupied the Premises for less than 12 months and no other tenant has occupied the property for 24 months or more.

**3.  PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA:** Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting any of the options below.

IF any box is CHECKED below, **paragraph 2 does NOT apply** and only the Notice checked in **paragraph 3A, B, C** or **D** shall be in effect.

**A.**  Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later).

**OR B.**  Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Only applies if at least one tenant or resident has resided in the Premises for less than one year.

**OR C.**  Your tenancy, if any, in the Premises is terminated **90 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Applies if Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program.



- OR D.**  Your tenancy, if any, in the Premises is terminated **30 days** from service of this Notice, or on \_\_\_\_\_ (whichever is later). Only applies if all of the following are met:
- (1) Housing Provider has entered into a contract to sell the Premises to a natural person(s);
  - (2) **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
  - (3) **AND** Housing Provider has established an escrow with an escrow company licensed by the Department of Financial Protection and Innovation, Department of Insurance, or a licensed Real Estate Broker;
  - (4) **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
  - (5) **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
  - (6) **AND** Tenant has not previously been given a notice of termination of tenancy.

4. If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.
5. State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former Housing Provider after being notified that property belonging to you was left behind after you moved out.

Housing Provider (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_  
 Housing Provider (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

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

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)  
 In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location)  
 on \_\_\_\_\_ (enter date, if different from date on first line of this paragraph))

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

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

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

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

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

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

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

(Keep a copy for your records)

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**OPTION (TO BUY) AGREEMENT**  
(Must be used with a Purchase Agreement. May also be used with a Lease.)  
(C.A.R. Form OA, Revised 12/24)

Date \_\_\_\_\_, at \_\_\_\_\_, California  
\_\_\_\_\_ (“Optionor”),  
grants to \_\_\_\_\_ (“Optionee”),  
on the following terms and conditions, an option (“Option”) to purchase the real property and improvements situated in the City of \_\_\_\_\_, County of \_\_\_\_\_, California, described as \_\_\_\_\_ (“Property”) on the terms and conditions specified in the attached  Real Estate Purchase Agreement  Other \_\_\_\_\_ dated \_\_\_\_\_ (“Agreement”), which is incorporated by reference as a part of this Option.

**1. TERMS OF OPTION:** The items in this paragraph are contractual terms of the Option. Referenced paragraphs provide further explanation. This form is 4 pages. The Parties are advised to read all 4 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
<b>A</b>		<b>Option Period</b>	Beginning: _____ (date); Ending on _____ (date) at 11:59 P.M. OR, if checked, at <input type="checkbox"/> ____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM (“Option Period”)	After the Option Period is terminated or expires, the Optionee may no longer exercise the Option.
<b>B</b>	14	<b>Expiration of Offer</b>	Date: 3 calendar days after all Optionee Signature(s) below or, if checked, on <input type="checkbox"/> _____ (date)  Time: At 5PM or (if checked) at <input type="checkbox"/> ____ <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
<b>C</b>	2, 6C	<b>Lease During Option Period</b>	No lease is attached, OR <input type="checkbox"/> (if checked) a lease is attached, and the lease is dated _____.	
<b>D Option Consideration</b>				
<b>D(1)</b>		<b>Option Fee</b>	\$ _____ (“Option Consideration”)	Payment shall be due and payable upon Acceptance of Option, by: <input type="checkbox"/> Cash <input type="checkbox"/> Personal Check <input type="checkbox"/> Cashier's Check
<b>D(2)</b>		<b>Other Consideration</b>	<input type="checkbox"/> Mutual execution of the attached Lease specified in <b>paragraph 2</b>	
<b>E Exercise of Option</b>				
<b>E(1)</b>		<b>Manner of Exercise</b>	Optionee may exercise the Option <b>only</b> by delivery of a written unconditional notice of exercise, signed by Optionee, to Optionor or to _____, who is authorized to receive it.	Optionee shall also deliver a copy of the written unconditional notice of exercise to Optionee's Broker and to Optionor's Broker, if any.
<b>E(2)</b>	3C	<b>Non-Exercise Documentation</b>	<b>5 (or _____) Days</b> after Optionor's request	
<b>E(3)</b>	6C	<b>Amount Applied Toward Down Payment</b>	All of the Option Consideration, OR <input type="checkbox"/> (if checked) \$ _____ of the Option Consideration. LEASE: If a lease is attached (see <b>paragraph 1C</b> ), none of the rent will be applied, OR <input type="checkbox"/> (if checked) \$ _____ per month of the rent paid <input type="checkbox"/> No Amount Applied towards Down Payment	
<b>F Disclosures</b>				
<b>F(1)</b>	5	<b>Optionor Disclosures</b>	If checked, Optionor shall provide: <input type="checkbox"/> Preliminary title report; and <input type="checkbox"/> Other _____	Optionor shall provide this information within <b>7 (or _____) Days</b> after entering into this Option.



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

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

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
<b>F(2)</b>	5	<b>Residential 1-4 Disclosures</b>	Unless exempt, Optionor shall provide: <ul style="list-style-type: none"> <li>• Real Estate Transfer Disclosure Statement;</li> <li>• Natural Hazard Statement;</li> <li>• Notice of Private Transfer Fee; and</li> <li>• Other disclosures required by Civil Code §§ 1102 and 1103 et seq, OR</li> </ul>	Optionor shall provide this information within <b>7 (or _____) Days</b> after entering into this Option. <input type="checkbox"/> (if checked) Optionee has already been provided with all disclosures in <b>paragraph 1F(2)</b> except: _____
<b>G</b>		<b>Optionee Inspection</b>	Optionee has or, if checked, <input type="checkbox"/> has not conducted inspections, investigations, tests, surveys and other studies of the Property prior to entering into this Option.	
<b>H</b>		<b>OTHER TERMS:</b> _____ _____		

**2. LEASE:**

- A.** If applicable, the attached lease agreement referenced in **paragraph 1C**, between Optionee as Tenant and Optionor as Landlord or Rental Property Owner (“Lease”), is incorporated by reference as part of this Option.
- B.** If the Option is exercised, the Lease shall terminate on the earliest of **(i)** the date scheduled for Close Of Escrow under the Agreement, or as extended in writing, **(ii)** the Close Of Escrow of the Agreement, or **(iii)** the parties’ mutual cancellation of the Agreement.
- C.** If the Option is not exercised, the Lease shall remain in full force and effect.

**3. NON-EXERCISE:** If the Option is not exercised in the manner specified, within the Option Period or any written extension thereof, or if it is terminated under any provision of this Option, then:

- A.** The Option and all rights of Optionee to purchase the Property shall immediately terminate without notice; and
- B.** All Option Consideration paid, rent paid, services rendered to Optionor, and improvements made to the Property, if any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option; and
- C.** Optionee shall execute, acknowledge, and deliver to Optionor, within the time specified in **paragraph 1E(2)**, a release, quitclaim deed, or any other document reasonably required by Optionor or a title insurance company to verify the termination of the Option.

**4. EFFECT OF DEFAULT ON OPTION:**

- A.** Optionee shall have no right to exercise this Option if Optionee has not performed any obligation imposed by, or is in default of, any obligation of this Option, any addenda, or any document incorporated by reference.
- B.** In addition, if a lease is incorporated by reference in **paragraph 2A**, Optionee shall have no right to exercise this Option if Optionor, as Landlord or Rental Property Owner, has given to Optionee, as Tenant, two or more notices to cure any default or non-performance under that Lease.

**5. OPTIONOR DISCLOSURES:** If any disclosure or notice specified in **paragraph 1F(2)** is delivered to Optionee after the Option is Signed, Optionee shall have the right to cancel this Option 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 Transaction Act (“UETA”), by giving written notice of rescission to Optionor. If Optionee does not rescind within this time period, Optionee has been deemed to have approved the disclosure and shall not have the right to cancel this Option.

**6. PURCHASE AGREEMENT:**

- A.** All of the time limits contained in the attached Agreement, which begin on the date of Acceptance of the Agreement, shall instead begin to run on the date the Option is exercised.
- B.** If this Option is exercised and Optionee cancels pursuant to any contingency in the attached Agreement, including but not limited to any right of inspection or financing, all Option Consideration paid, rent paid, services rendered to Optionor, and improvements to the Property, if any, by Optionee, shall be retained by Optionor in consideration of the granting of the Option.
- C.** If this Option is exercised, upon close of escrow of the attached Agreement, the amounts specified in **paragraph 1E(3)**, if actually paid by Optionee, shall be applied toward Optionee’s down payment obligations under that Agreement. Optionee is advised that the full amount of the Option Consideration applied toward any down payment may not be counted by a lender for financing purposes.

**7. DISPUTE RESOLUTION:** Optionee and Optionor agree that any dispute or claim arising between them out of this Option shall be decided by the same method agreed to for resolving disputes in the attached Agreement.

**8. DAMAGE OR DESTRUCTION:** If, prior to exercise of this Option, by no fault of Optionee, the Property is totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Optionee may cancel this Option by giving written notice to Optionor, and Optionee is entitled to the return of all Option Consideration paid. However, if, prior to Optionee giving notice of cancellation to Optionor, the Property has been repaired or replaced so that it is in substantially the same condition as of the date of acceptance of this Option, Optionee shall not have the right to cancel this Option.

**9. RECORDING:** Optionor or Optionee shall, upon request, execute, acknowledge, and deliver to the other party a memorandum of this Option for recording purposes. All resulting fees and taxes shall be paid by the party requesting recordation.

**10. ATTORNEY FEES:** In any action, proceeding, or arbitration between Optionee and Optionor arising out of this Option, Optionee and Optionor agree that the right to attorney fees and costs shall be the same terms as agreed to in the attached Agreement.

**11. BROKER COMPENSATION:**

- A.** If applicable, Optionee agrees to pay compensation to Optionee’s Broker as specified in a separate written agreement between Optionee and Optionee’s Broker.
- B.** If applicable, Optionor agrees to pay compensation to Optionor’s Broker as specified in a separate written agreement between Optionor and Optionor’s Broker.



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

**12. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Option. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and these terms may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Option is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Option shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Option nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Optionee and Optionor.

**13. TERMS AND CONDITIONS OF OFFER:** This is an offer for an option to purchase the Property on the above terms and conditions. This Option 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.

**14. EXPIRATION OF OFFER:** The Option shall be deemed revoked unless, by the date and time specified in **paragraph 1B**, Acceptance of Option is signed by Optionor, and a signed copy is both delivered in person, by mail, or by an electronic record or email satisfying the UETA, and is personally received by Optionee or by Optionee's Broker, who is authorized to receive it.

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

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See the Agreement for additional terms.

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

**OPTIONEE SIGNATURE(S):**

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

Printed name of OPTIONEE: \_\_\_\_\_

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

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

Printed name of OPTIONEE: \_\_\_\_\_

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

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**15. ACCEPTANCE OF OPTION:** Optionor warrants that Optionor is the owner of the Property or has the authority to execute this Option. Optionor accepts and agrees to grant an Option to purchase the Property on the above terms and conditions to Optionee. Optionor has read and acknowledges receipt of a Copy of this Option and authorizes Agent to Deliver a Signed Copy to Optionee.

If checked:  **SUBJECT TO ATTACHED COUNTER OFFER, DATED** \_\_\_\_\_.

Optionee's Initials \_\_\_\_\_ / Optionor's Initials \_\_\_\_\_ /



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

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

- (1) **Non-Individual (entity) Optionor:** One or more Optionors is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_
- (3) **Contractual Identity of Optionors:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
  - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
  - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
  - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See the Agreement for additional terms.
  - (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**OPTIONOR SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of OPTIONOR: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of OPTIONOR: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Optionee's Initials \_\_\_\_\_ / \_\_\_\_\_ Optionor's Initials \_\_\_\_\_ / \_\_\_\_\_

**REAL ESTATE BROKERS SECTION:**

- A. Real Estate Brokers and Agents are not parties to the Option or Agreement between Optionor and Optionee.**
- B. Agency relationships are confirmed as stated in the attached Agreement.**

**Optionee's Brokerage Firm** \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

**Optionor's Brokerage Firm** \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

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CALIFORNIA ASSOCIATION OF REALTORS®

OPEN HOUSE VISITOR NON-AGENCY DISCLOSURE AND SIGN-IN

(Can be used for open house or individual private showings) (C.A.R. Form OHNA-SI, Revised 12/24)

Property address ("Property"): \_\_\_\_\_ Date \_\_\_\_\_

Real estate agent(s) ("Agent"): \_\_\_\_\_

Real estate broker ("Broker"): \_\_\_\_\_

VISITOR INTENTION TO VIEW PROPERTY: Agent is holding an open house or conducting in-person or live virtual tours of the Property identified above. Visitor is interested in viewing the Property. Agent agrees to show property to Visitor on the following terms and conditions:

- 1. AGENT DOES NOT REPRESENT VISITOR: Unless otherwise agreed in writing, Agent is not working with and has not entered into a representation agreement with Visitor that would apply to the Property.
2. COMMUNICATION WITH AGENT AT OPEN HOUSE/PROPERTY TOUR FOR BENEFIT OF SELLER: Any communication or sharing of information that Agent has with Visitor during the open house/property tour regarding the Property is for the benefit of the seller. All acts of Agent at the open house/property tour, even those that assist Visitor in deciding whether to make an offer on the Property are for the benefit of the seller exclusively.
3. COMMUNICATION WITH AGENT ARE NOT CONFIDENTIAL: Any information that Visitor reveals to Agent at the open house/property tour may be conveyed to the seller.
4. IF VISITOR WRITES AN OFFER ON THE PROPERTY through Agent, at that time Agent will disclose if Agent and Agent's Broker represent the seller exclusively or both the seller and the Visitor.
5. IF VISITOR WANTS TO BE REPRESENTED BY THE AGENT HOLDING THE OPEN HOUSE Visitor should sign a representation agreement with the Agent holding the open house such as a Property Showing and Representation Agreement (C.A.R. Form PSRA) or Buyer Representation and Broker Compensation Agreement (C.A.R. Form BRBC). If Visitor is in an exclusive relationship with another agent, this is not intended as a solicitation of Visitor.

Note: Real estate broker commissions are not set by law and are fully negotiable.

Visitor Name/Email/Phone:

Visitor's Agent, if any:

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

Name: \_\_\_\_\_ Agent, if any: \_\_\_\_\_

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

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**POOL, HOT TUB, AND SPA ADDENDUM**  
(C.A.R. Form PHSA, Revised 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**  Other: \_\_\_\_\_, 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 Owner and agent).

**POOLS and HOT TUBS:**

1. Swimming pools, hot tubs, and spas, while providing exercise, recreation, and relaxation, can **also** be dangerous. People (as well as pets) can be severely injured **and can** drown if the pool, hot tub or spa is not properly used. Tenants are strongly cautioned that they, **their fellow** occupants and Tenant’s guests must adhere to the following safe practices:

- No diving into the pool or hot tub or spa.
- No intoxicated persons may use the pool or hot tub or spa.
- No one should use the pool or hot tub or spa alone.
- Children may never be left unattended when they may gain access to the pool, hot tub or spa, not even for a few seconds.

Neither the **Housing Provider** nor the **Housing Provider’s** agents can assure the safety of persons using property containing a pool, hot tub or spa. As a consequence, **Tenant** assumes liability for pool, hot tub or spa use by themselves, other occupants, their guests, and their pets **inconsistent with the safe practices designated above or their own negligence or reckless conduct.**

2. If the rental is part of a rental complex, the following also apply:

- The pool, hot tub or spa may only be used during posted hours.
- Adult supervision is required for anyone under the age of 14.
- All drinks must be served in unbreakable containers.
- No alcoholic drinks are allowed in the pool area, hot tub or spa.
- No excessive noise – please be considerate of your neighbors.
- Users must shower prior to using the pool, hot tub or spa.
- Use the pool safety equipment only in case of emergency.
- HOA or House Rules, if applicable, will supplement or supersede these rules.

**3. NO LIFEGUARD WILL BE ON DUTY - YOU SWIM AT YOUR OWN RISK**

4. Tenant agrees to release, indemnify, hold harmless and forever discharge **Housing Provider** and **Housing Provider’s** employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant’s household or Tenant’s guests or invitees may have at any time against **Housing Provider** or **Housing Provider’s** agents resulting from Tenant’s use of the pool, hot tub or spa **inconsistent with the safe practices designated above or their own negligence or reckless conduct.**

**By signing below, Tenant acknowledges that they have read, understood, accepted and received a copy of this addendum.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Housing Provider \_\_\_\_\_ Date \_\_\_\_\_  
 Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

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PROPERTY MANAGEMENT AGREEMENT
THIS FORM IS NOT BINDING ON BROKER UNLESS SIGNED BY A BROKER OR OFFICE MANAGER ON BROKER'S BEHALF (C.A.R. Form PMA, Revised 12/24)

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

\_\_\_\_\_ ("Rental Property Owner" or "RPO"), and \_\_\_\_\_ ("Broker"), agree as follows:

1. APPOINTMENT OF BROKER:

A. RPO employs and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as \_\_\_\_\_

and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) \_\_\_\_\_ and ending (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.

B. 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. PROPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment and grant, and agrees to:

- A. Use due diligence in the performance of this Agreement.
B. Furnish the services for the rental, leasing, operation and management of the Property at the reasonable discretion of the Property Manager.

3. AUTHORITY AND POWERS: RPO grants Property Manager the authority and power, at RPO's expense, to:

A. 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.

B. 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.

D. 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.

E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

F. BROKER AND THIRD-PARTY VENDOR SERVICES:

- (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



**H. LIMITATIONS ON PAYMENTS, AND EXCEPTIONS:**

- (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.

**I. SECURITY DEPOSITS:**

- (1) 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.
- (2) RPO represents that:
  - (A) (i) RPO is a natural person, or if a limited liability company all members of the LLC are natural persons AND (ii) RPO owns no more than two residential rental properties that collectively include no more than four dwelling units offered for rent. The one-month maximum security deposit that is permitted by statute for residential tenancies does not apply to RPO.
  - OR (B)  RPO is not a natural person or if RPO is a limited liability company at least one member of the LLC is not a natural person or RPO owns more than two residential rental properties or RPO owns more than four dwelling units offered for rent. The maximum security deposit that is permitted by statute for residential tenancies is the equivalent of one-month's rent.
- (3) In order to properly document and comply with the security deposit requirements under the law:
  - (A) For any tenancy beginning on or after July 1, 2025, the housing provider on the lease must provide photographs of the unit prior to, or at the inception of, the tenancy.
  - (B) Beginning April 1, 2025, the housing provider on the lease must provide photographs of the unit (i) after possession is returned but prior to repairs or cleanings and (ii) after completion of any repairs or cleanings.

**J. TRUST FUNDS:** Deposit all receipts collected for RPO, less any sums properly deducted or disbursed, in a financial institution 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 institution.

**K. RESERVES:** Maintain a reserve in Property Manager's trust account of \$ \_\_\_\_\_.

**L. 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 STATEMENTS:** Deliver monthly (or  Quarterly, or  \_\_\_\_\_), and year-end statements of receipts, expenses and charges for each Property.

**O. PROPERTY MANAGER FUNDS:** Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

**P. KEYSAFE/LOCKBOX:**  (if checked) RPO authorizes the use of a key safe/lockbox to allow entry into the Property and agrees to sign a key safe/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.

**4. RENTAL PROPERTY OWNER RESPONSIBILITIES:** RPO shall:

- A.** 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.
- B.** RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD) and Rental Property Owner Intake Form (C.A.R. Form RPOI), which shall be provided to Broker within **3 Days** of completing (or  with) this Agreement. RPO authorizes Broker to provide tenant with the RPOD completed by RPO with any lease or rental agreement.
- 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.
- E.** Pay all interest on tenants' security deposits if required by local law or ordinance.
- F.** 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.





RPO Name: \_\_\_\_\_ Date: \_\_\_\_\_

H. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover RPO's responsibilities.

**5. RENTAL PROPERTY RPO REPRESENTATIONS:**

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

**6. TAX WITHHOLDING AND REPORTING:**

A. RPO authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Property Manager in a calendar year, unless RPO completes and transmits to Property Manager: (i) If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 589, nonresident reduced withholding request, or FTB form 588, nonresident withholding waiver; or (ii) If RPO is a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 590, withholding exemption certificate.

B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person (Foreign Investor) RPO authorizes Property Manager to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor RPO will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.

C. Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

**7. COMPENSATION:**

A. RPO agrees to pay Property Manager fees in the amounts indicated below for:

- (1) Management: \_\_\_\_\_
- (2) Renting or Leasing: \_\_\_\_\_
- (3) Evictions (fee is in addition to any attorney fees and court costs):
  - For preparation/prelitigation \_\_\_\_\_
  - To perform/participate in an eviction proceeding \_\_\_\_\_
- (4) Preparing Property for rental or lease: \_\_\_\_\_
- (5) Managing Property during extended periods of vacancy: \_\_\_\_\_
- (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: \_\_\_\_\_
- (7) On Boarding/Set Up fee: \_\_\_\_\_
- (8) Cancellation (by RPO or Property Manager):
  - During Term \_\_\_\_\_
  - At any other time \_\_\_\_\_
  - Off Boarding/File Preparation and File Closing fee \_\_\_\_\_
- (9) Tax Withholding and Reporting: \_\_\_\_\_
- (10) Other: \_\_\_\_\_

B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending RPO's Association meetings or \_\_\_\_\_

If RPO requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.

D. RPO further agrees that:

- (1) Property Manager may receive and keep fees and charges from tenants, or as applicable be reimbursed for fees charged 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 disclose any such fees and charges.  Attached is Property Manager's schedule of fees and charges.
- (2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through 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 disclosure to RPO.

(3) Other: \_\_\_\_\_



RPO Name: \_\_\_\_\_ Date: \_\_\_\_\_

- 8. AGENCY RELATIONSHIPS:** Property Manager may act, and RPO hereby consents to Property Manager acting, as dual agent for RPO and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, RPO acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). RPO understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to RPO's Property. RPO consents to Property Manager's representation of other RPOs' properties before, during and after the expiration of this Agreement.
- 9. NOTICES:** Any written notice to RPO or Property Manager from the other party required under this Agreement shall be served by sending 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 this purpose.  **(ii)** to the following email address: \_\_\_\_\_ . Mailed notice, including notice under **paragraph 14**, shall be deemed received three (3) calendar days after deposit into the United States mail. Electronic notice shall be deemed received the next business day after it is sent.
- 10. SECURITY AND INSURANCE:** Property Manager is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
- 11. ATTORNEY FEES:** In any action, proceeding or arbitration between RPO and Property Manager arising out of this Agreement, RPO and Property Manager are each responsible for paying their own attorney fees and costs, except as provided in **paragraph 12A**.
- 12. DISPUTE RESOLUTION:**
- A. MEDIATION:**
- (1) 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.
  - (2) Mediation fees, if any, shall be divided equally among the parties involved.
  - (3) If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 11**. **Exclusions from this mediation agreement are specified in paragraph 12B.**
- B. 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.  Rental Property Owner Intake Form (C.A.R. Form RPOI);
  - C.  Fair Housing and Discrimination Advisory (C.A.R. Form FHDA);
  - D.  California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
  - E.  Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
  - F.  Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
  - G. Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- 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: \_\_\_\_\_

RPO Name: \_\_\_\_\_ Date: \_\_\_\_\_

By signing below, RPO acknowledges that RPO has read, understands, accepts and has received a copy of this Agreement and understands that the Agreement is not binding on Broker unless signed below by Broker or an office manager.

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

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

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

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

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

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

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 17** for additional terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BROKER SIGNATURE(S) (Must be signed by Broker or Office Manager):**

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

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

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

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

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# PROPERTY SHOWING AND REPRESENTATION AGREEMENT

(Intended for use with a limited number of properties only. Non-exclusive only.)  
(C.A.R. Form PSRA, Revised 12/24)

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

- PARTIES TO THE AGREEMENT AND PROPERTIES:** \_\_\_\_\_ (“Prospective Buyer”) grants \_\_\_\_\_ (“Broker”), the right to represent Prospective Buyer regarding the following properties only (“Property”):
  - \_\_\_\_\_ (property address)
  - \_\_\_\_\_ (property address)
  - \_\_\_\_\_ (property address)
  - See attached List of Properties
- SHOW OR TOUR PROPERTY:** Broker agrees, virtually or in-person, to show or give a tour of the Property(ies) identified above to Prospective Purchaser.
- RIGHT TO REPRESENT:** Prospective Buyer grants Broker the non-exclusive right to represent Prospective Buyer in acquiring the Property(ies) identified above on the following terms and conditions.
- TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 3 pages. Prospective Buyer is advised to read all 3 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
<b>A</b>		<b>Representation Period</b>	Beginning: _____ (date); Ending at 11:59 P.M. on _____ (date) (Not to exceed 30 days) OR upon completion of a resulting transaction, whichever occurs first.
<b>B</b>		<b>Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Prospective Buyer and Broker.</b>	
<b>B(1)</b>	5	<b>Amount of Compensation</b>	_____% of the acquisition price AND, if any, <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> \$ _____. OR <input type="checkbox"/> see attached Broker-created compensation schedule
<b>B(2)</b>	5G	<b>Payments received by Broker from Seller</b>	If Broker receives compensation from Seller, or others, pursuant to a term of Prospective Buyer’s offer to purchase, or otherwise, the amount shall be credited against Prospective Buyer’s obligation to pay Broker.  Broker shall not receive any amount in excess of <b>paragraph 4B(1)</b> .
<b>B(3)</b>	5C	<b>Continued Right to Payment for Broker Involved Properties</b>	The Continuation Period shall be _____ calendar days after the Representation Period or any extension (“Continuation Period”).
<b>C</b>	6	<b>Cancellation Rights and Notice</b>	Effective upon receipt OR <input type="checkbox"/> _____ days after receipt.
<b>D</b>		<b>Other Terms</b>	_____

- COMPENSATION TO BROKER:**  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Prospective Buyer and Broker.**
  - ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
  - BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 4B(1)** from Prospective Buyer if during the Representation Period, or any extension, Prospective Buyer is shown the Property by Broker and Prospective Buyer enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Prospective Buyer.
    - NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.
    - BROKER INVOLVEMENT,** wherever used in this Agreement means any of the following:
      - Prospective Buyer physically entered and was shown the Property by Broker;
      - Broker showed the Property to Prospective Buyer virtually;
      - Broker submitted to seller a signed, written offer from Prospective Buyer to acquire, lease, exchange or obtain an option on the Property;
      - Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Prospective Buyer; or
      - The Property was introduced to Prospective Buyer by Broker or one for which Broker acted on Prospective Buyer’s behalf. However, merely sending Prospective Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Prospective Buyer, specifically, or assisting Prospective Buyer in the potential acquisition of the Property, or communicating with seller or seller’s agent regarding Prospective Buyer’s potential acquisition of the Property.

Prospective Buyer’s Initials \_\_\_\_\_ / \_\_\_\_\_ Broker’s Initials \_\_\_\_\_ / \_\_\_\_\_



**C. CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:**

- (1) Broker shall be entitled to the compensation provided for in **paragraph 4B(1)** if, during the Continuation Period specified in **paragraph 4B(3)**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement. The timing of such payment is subject to the terms of **paragraph 5D**.
- (2) Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

**D. TIMING OF COMPENSATION:** Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this Agreement closes during or after the Representation Period.
- (2) If acquisition is prevented by default of Prospective Buyer, upon Prospective Buyer's default.
- (3) If acquisition is prevented by a party to the transaction other than Prospective Buyer, when Prospective 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 4B(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

**E. PAYMENT THROUGH ESCROW:** Prospective Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Prospective Buyer funds in escrow. Prospective 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 Prospective Buyer and a seller or other transferor.

**F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER:** If Broker has a signed listing agreement with the seller of the Property to be purchased, Prospective Buyer shall not receive a credit for the compensation seller owes broker for representing Seller.

**G. PAYMENTS RECEIVED FROM OTHERS LESS THAN PROSPECTIVE BUYER COMPENSATION OBLIGATION:**

- (1) If Prospective Buyer owes Broker compensation, after first deducting payments, if any, due to Broker from others, Broker and Prospective Buyer should discuss the potential benefits and detriments of including a term in any offer Prospective Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of any remaining compensation that Prospective Buyer owes Broker.
- (2) If seller contractually agrees with Prospective Buyer to pay all or part of Broker's compensation, and seller does not pay as contractually required, Prospective Buyer assigns to Broker, as a third-party beneficiary, any rights Prospective Buyer has to pursue the seller for such compensation.

**6. CANCELLATION OF REPRESENTATION AGREEMENT:**

- A.** Either Prospective Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 4C**.
- B.** Broker shall still be entitled to compensation if, during the Representation Period or the Continuation Period specified in **paragraph 4B(3)**, Prospective Buyer enters into contract to acquire Property for which there was Broker Involvement provided Broker delivers to Prospective Buyer a written list of those properties for which there was Broker Involvement (C.A.R. Form NBIP). The written list of Broker Involvement properties shall be delivered to Prospective Buyer within **5 calendar days** after the effective date of the cancellation. **The timing of such payment is subject to the terms of paragraph 5D.**
- C.** Before, during and after the 5-day period, Prospective Buyer is advised to notify any other broker of Broker's rights under this paragraph.

**7. AGENCY RELATIONSHIPS:**

- A. DISCLOSURE:** Broker will provide Prospective Buyer with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.
- B. POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Prospective Buyer in any resulting transaction. Broker may act as an agent for both Prospective Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Prospective Buyer, or both Prospective Buyer and Seller, prior to or concurrent with Prospective Buyer's execution of a contract to acquire a Property. Prospective Buyer acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective buyers for the Property.

**8. BROKER AUTHORIZATIONS AND OBLIGATIONS:** Broker is authorized to diligently represent Prospective Purchaser in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

**9. PROSPECTIVE BUYER OBLIGATIONS:** Prospective Buyer will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the representation period. If requested, Prospective Buyer shall provide relevant personal and financial information.

Prospective Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Broker's Initials \_\_\_\_\_ / \_\_\_\_\_



**PROSPECTIVE BUYERS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:**

- (1) You are not required to sign a representation agreement to see this Property at an open house.
- (2) If you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand the Open House Visitor Non-Agency Disclosure and Sign-In (C.A.R Form OHNA-SI).

**ALL PROSPECTIVE BUYERS:**

- (1) If you have already signed a representation agreement with another broker, you should inform Broker of the name of that other broker and provide a copy of that agreement to Broker or request Broker to obtain a copy from the other broker.
- (2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.

Prospective Buyer acknowledges that Prospective Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

**PROSPECTIVE BUYER SIGNATURE(S):**

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

Prospective Buyer \_\_\_\_\_ Date \_\_\_\_\_

**BROKER SIGNATURE(S):**

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

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

By (Broker/Agent) \_\_\_\_\_ Date \_\_\_\_\_

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

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# PROPERTY VISIT AND OPEN HOUSE ADVISORY (C.A.R. Form PVOH, Revised 12/24)

## RISKS OF VISITING AND VIEWING PROPERTIES

- 1. YOU MIGHT BE RECORDED:** Whenever you visit a property that is being offered for sale, it is always possible you are being recorded. Sellers sometimes set up cameras and other recording devices at their properties, BOTH INSIDE AND OUTSIDE of the main dwelling and other structures. Often, Sellers do so for security or other reasons. Some Sellers post warning signs to visitors about such recording devices. But other Sellers do not. Some Sellers do not even fully understand the types of data their recording devices are able to collect, such as sound, images, and video. If you wish to have private conversations amongst yourselves or with your agent about topics such as your favorite property features, your negotiating strategy, or the highest price you are willing to pay for the property, you are advised to **SAVE SUCH DISCUSSIONS FOR AFTER YOU HAVE LEFT THE SELLER'S PROPERTY ENTIRELY** because the Seller's devices may be capable of recording your conduct, conversations, movements, and statements. Keep this in mind when you are visiting any Seller's property. It is always possible you are being recorded.
- 2. VISITOR SAFETY:** You are advised to be aware and watchful of conditions on any property. You are most likely to be unfamiliar with the property's terrain, layout, elevation changes, stairway or step structure, handrails, or lack thereof, and other features. You may be requested to remove shoes or to put on protective foot coverings ("booties") in order to enter the Property. If so, exercise additional caution both putting on foot coverings or removing shoes, as well as walking around in socks or foot coverings because **they may not have adequate traction** on smooth surfaces which could result in slips and falls.
- 3. ANIMALS OR PETS:** You are advised to use caution around animals or pets because they may be a source of allergies or exhibit dangerous or unpredictable behavior in spite of appearances to the contrary.
- 4. CHILDREN AND MINORS:** You are advised to watch children and minors and to take responsibility for their care and safety.
- 5. RISK OF INJURY:** Upon entering any property, you acknowledge the risk of injury resulting from unfamiliarity with the property. You are advised to exercise caution.

By signing below, Visitor acknowledges that Visitor has read, understands, and has received a Copy of this Advisory.

VISITOR \_\_\_\_\_ Date \_\_\_\_\_  
(print name) (signature)

VISITOR \_\_\_\_\_ Date \_\_\_\_\_  
(print name) (signature)

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