

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____**) and acknowledge receipt of a Copy.

Buyer _____ Date _____

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below before 5:00 PM on the third Day after the date this Seller Counter Offer is signed in **paragraph 5**.

I, Seller, ratify the acceptance and agree to all terms of this Buyer Counter Offer.

Seller _____ Date _____

Seller _____ Date _____

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**SQUARE FOOTAGE AND LOT SIZE
ADVISORY AND DISCLOSURE**
(C.A.R. Form SFLS, Revised 12/24)

Property Address: _____ (“Property”)

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one “official” size source or a “standard” method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property or are using price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities. Such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries. Existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer’s decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller _____ Date _____

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer _____ Date _____

Buyer _____ Date _____

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SELLER LICENSE TO REMAIN IN POSSESSION ADDENDUM
 (Intended for Possession of 29 days or less)
 (C.A.R. Form SIP, Revised 12/24)

This is an addendum to the Purchase Agreement, OR Seller Counter Offer No. _____, Buyer Counter Offer No. _____,
 Other _____, ("Agreement"), dated _____,
 on property known as _____ ("Property"),
 between _____ ("Buyer"),
 and _____ ("Seller").

This Addendum is intended to grant Seller a license to remain in possession of, and use, the Property after the Close Of Escrow. It is intended for short-term occupancy (i.e. 29 days or less). If occupancy is intended to be for 30 days or longer, Parties are advised to use Residential Lease After Sale (C.A.R. Form RLAS). Regardless of the length of the time of possession, Buyer is advised to consult with a qualified local landlord attorney to discuss whether the possession could be interpreted as creating a landlord-tenant relationship between Buyer and Seller. **Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations. Close Of Escrow shall be day "0" for the purposes of counting days for the term of this license to remain in possession.**

1. **TERM:** Seller is granted a license to remain in possession of Property for _____ calendar days after Close Of Escrow (or to _____ (date)) until 6 PM (or _____ AM/ PM). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if Seller does remain.

2. **CONSIDERATION:**

A. In consideration for Seller agreeing to sell to Buyer and Buyer agreeing to allow Seller to remain in possession After Close Of Escrow, Seller agrees to pay Buyer a non-refundable License Fee for the term specified in **paragraph 1** of \$ _____ per day (or _____). Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds. At Close Of Escrow, all consideration will be released to Buyer (or held in escrow). If Seller vacates the Property prior to the end of the term in **paragraph 1**, no portion of the consideration will be returned to Seller unless otherwise agreed in writing.

B. **LATE CHARGE/NSF CHECKS:** If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within **5 (or _____) days** after date due, Seller shall pay to Buyer an additional sum of \$ _____ as a Late Charge. If a check is returned for non-sufficient funds ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.

3. **SELLER'S OBLIGATIONS FOR CONDITION OF PROPERTY:**

A. **MAINTENANCE:** Seller shall make reasonable efforts to maintain the Property, including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement or as modified by the Agreement. However, Seller shall not be responsible for any latent defects, or any damage or destruction that is not caused by Seller or that is out of the control of Seller. Buyer is advised to: **(i)** obtain homeowners insurance to cover any damages that may occur after the Close Of Escrow; and **(ii)** consult with an insurance agent regarding coverage in light of this license for Seller to remain in possession. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.

B. **DELIVERY OF POSSESSION:** Seller shall deliver the Property in the condition and on the terms provided in the Agreement.

C. **DELIVERY OF POSSESSION FEE:** In addition to the license fee specified in **paragraph 2**, Seller agrees to deposit with escrow holder, or such funds shall be withheld from Seller's proceeds, a Delivery of Possession fee in the amount of \$ _____. At Close Of Escrow, this fee will be released to Buyer (or held in escrow). Within **5 Days** after delivery of possession to Buyer, Buyer shall return the Delivery of Possession fee to Seller if the Property is delivered to Buyer **(i)** in the condition specified in **paragraphs 3A and B** and **(ii)** on the date specified in **paragraph 1**.

4. **UTILITIES:** Seller agrees to pay for all utilities and any related utility services, and the following charges: _____
 _____ except _____,
 which shall be paid for by Buyer.

5. **ENTRY:** Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. **Necessary repairs and services include, but are not limited to, repairs and services required by Buyer's lender or insurer.** Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice. Buyer may not move personal property into Property without prior written consent from Seller.

6. **KEYS AND OTHER ITEMS INCLUDED:**

A. Seller shall provide keys and other items necessary to access the Property as required in the Agreement, at Close Of Escrow or (if checked) at the end of the Term of this Seller License to Remain in Possession.

B. Other items included in the Agreement shall be provided at the end of the Term of this Seller License to Remain in Possession.

7. **ASSIGNMENT; SUBLETTING:** Seller shall not assign or sublet all or any part of the Property, or assign or transfer this license to remain in possession of the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's license to remain in possession.

8. **INSURANCE:** Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, not by the owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is advised to carry Seller's own insurance to protect Seller from such loss and to contact its own insurance carrier to discuss available options.



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

10. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

NOTE: Regardless of the length of time for possession as originally agreed, if Buyer and Seller intend to extend this SIP beyond 29 Days from Close of Escrow, Buyer and Seller are advised to consult with a qualified local landlord tenant attorney regarding whether a landlord tenant relationship may inadvertently be created.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Seller License to Remain In Possession Addendum.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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SELLER MULTIPLE COUNTER OFFER No. _____
(C.A.R. Form SMCO, Revised 12/24)

Date _____

This is a counter offer to the Purchase Agreement, OR Buyer Counter offer No. _____, Other _____ (“Offer”), dated _____, on property known as _____ (“Property”), between _____ (“Buyer”) and _____ (“Seller”).

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

- 1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
 - A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer.
 - B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
 - C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as **paragraph 3L(2)** of the RPA) the appraisal contingency amount is lower than the original offered price, then the dollar amount of any difference (“Appraisal Gap”) shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the “Appraisal Gap” is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this Agreement.)
 - D. **OTHER TERMS:** _____

- E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid):
 - Addendum No. _____ (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO)
 - Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
 - Seller Purchase of Replacement Property (C.A.R. Form SPRP)
 - Tenant Occupied Property Addendum (C.A.R. Form TOPA)
 - Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
 - Seller Intent to Exchange Addendum (C.A.R. Form SXA)
 - Other _____ Other _____

- 2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller Signs in **paragraph 5**, Buyer Signs in **paragraph 7**, Seller signs in **paragraph 8**, and Buyer receives a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
- 3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in **paragraph 5** (if more than one Seller, then the last date) (or by _____ AM/ PM on _____ (date)), (i) this Seller Multiple Counter Offer is Signed in **paragraph 7** by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller’s Authorized Agent.
- 4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
- 5. **OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS.** The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

Date _____

Date _____

- 6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer’s acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Signs in **paragraph 5** (if more than one Seller, then the last date) (or by _____ AM/ PM on _____ (date) (i) it is Signed in **paragraph 9** by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed in **paragraph 9** by Seller is personally received by Buyer or Buyer’s Agent who is authorized to receive it.



7. **ACCEPTANCE:** Buyer accepts the above Multiple Counter Offer (If checked **SUBJECT TO THE ATTACHED COUNTER OFFER** No. ____ **paragraph 9**) and acknowledges receipt of a Copy.

Date _____

Date _____

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER:** By signing below, Seller accepts this Seller Multiple Counter Offer, and, if applicable, agrees to extend the expiration date for Buyer's acceptance to the date that Buyer has signed in **paragraph 7**. NOTE TO SELLER: Do NOT Sign in this box until after Buyer Signs in **paragraph 7**. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

A. Seller accepts this Seller Multiple Counter Offer.

Date _____

Date _____

OR B. Seller accepts this Seller Multiple Counter Offer in **Back-Up position No.** _____. Back-Up Offer Addendum (C.A.R. Form BUO), dated _____, attached.

Date _____

Date _____

This Seller Multiple Counter Offer in Back-Up position shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in **paragraph 8B** (if more than one Seller, then the last date)(or by _____ AM/PM on _____ (date)), **(i)** this Seller Multiple Counter Offer in Back-Up position is Signed by Buyer below and the attached BUO is Signed by Buyer, and **(ii)** copies of both are personally received by Seller or Seller's Authorized Agent.

Date _____

Date _____

9. **LATE ACCEPTANCE:** If the date of Seller's signature in **paragraph 8** is after the expiration specified in **paragraph 6**, Seller's acceptance is only binding if Buyer agrees to the late acceptance by signing below by 5:00PM on the third Day after the date this Seller Multiple Counter Offer is signed by Seller in **paragraph 8**.

Date _____

Date _____

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SELLER (OR HOUSING PROVIDER) NON-AGENCY AGREEMENT

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

(If Checked) This form is being provided in connection with a leasehold interest.

1. PARTIES AND PROPERTY:

- A. _____ ("Seller/Housing Provider") is the owner of real property described as _____, Assessor's Parcel No. _____, situated in _____, County of _____, California ("Property").
- B. _____ ("Buyer/Tenant") has made, or is contemplating making, an offer to purchase/lease the Property.
- C. _____ ("Broker") is a California real estate licensee who represents Buyer/Tenant.
- D. (if checked) _____ ("Seller/Housing Provider's Broker") is a real estate licensee, other than Broker, who has entered into a written agreement with Seller/Housing Provider for the marketing and sale (or lease) of the Property.

2. NO REPRESENTATION OF SELLER/HOUSING PROVIDER BY BROKER: Seller/Housing Provider understands and agrees to the following:

- A. **Broker does NOT represent Seller/Housing Provider and Broker will NOT be Seller/Housing Provider's agent** during any negotiation or transaction that results between Buyer/Tenant and Seller/Housing Provider regarding the Property. All acts of Broker, even those that assist Seller/Housing Provider in entering into a transaction or performing or completing any of Seller/Housing Provider's contractual or legal obligations, are for the benefit of Buyer/Tenant exclusively. Any information that Seller/Housing Provider reveals to Broker may be conveyed to Buyer/Tenant.
- B. **Broker does NOT represent Seller/Housing Provider and Broker will NOT be Seller/Housing Provider's agent** even though Broker may receive compensation, directly or indirectly, from Seller/Housing Provider.
- C. **Broker does NOT represent Seller/Housing Provider and Broker will NOT be Seller/Housing Provider's agent** even though Broker may provide Seller/Housing Provider forms describing agency relationships as required by law or otherwise.

3. REPRESENTATION OF SELLER/HOUSING PROVIDER BY OTHERS: (check box that applies)

- Seller/Housing Provider is represented by Listing Broker. Any questions that Seller/Housing Provider may have regarding the scope of that representation should be directed to Seller/Housing Provider's Broker.
- Seller/Housing Provider is not at this time represented by another broker. Seller/Housing Provider has the right to enter into an agency relationship with a real estate licensee, other than Broker, at any time during any negotiation or transaction regarding the Property.

4. REPRESENTATION OF BUYER/TENANT BY BROKER: Broker will act as the agent of Buyer/Tenant exclusively during any negotiation or transaction regarding the Property.

5. BROKER COMPENSATION: Broker, either directly or through escrow, will receive compensation in the transaction as follows: (Check all boxes that apply)

- From Seller/Housing Provider, pursuant to a separate written agreement between Seller/Housing Provider and Broker.
- From Buyer/Tenant, pursuant to a separate written agreement between Buyer/Tenant and Broker.

The obligations under any agreement indicated here, may be altered through the purchase agreement or other separate agreement.

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

6. STATUTORY AGENCY CONFIRMATION COMPLIANCE (Applies to sales and leases over one year.): Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or at the same time as Buyer's and Seller's execution of a purchase agreement.

7. OTHER ADVICE: Seller/Housing Provider is advised to seek real estate, legal, tax, insurance, title and all other desired assistance from appropriate professionals.

8. ACKNOWLEDGMENT:

By signing below, Seller/Housing Provider acknowledges that Seller/Housing Provider has read, understands, accepts and has received a copy of this Agreement.

Seller _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____

Buyer/Tenant's Brokerage (Firm) _____

By (Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____

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SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as _____, Assessor's Parcel No. _____, situated in _____, County of _____ California ("Property").

□ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or □ only unit(s)_____).

1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
• Answer based on actual knowledge and recollection at this time.
• Something that you do not consider material or significant may be perceived differently by a Buyer.
• Think about what you would want to know if you were buying the Property today.
• Read the questions carefully and take your time.
• If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
• Something that may be material or significant to you may not be perceived the same way by the Seller.
• If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
• Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
• Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF...
Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller □ Yes □ No
Note: If yes, provide any such documents in your possession to Buyer.

Explanation: _____

6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
A. Within the last 3 years, the death of an occupant of the Property upon the Property □ Yes □ No
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) □ Yes □ No
C. The release of an illegal controlled substance on or beneath the Property □ Yes □ No
D. Whether the Property is located in or adjacent to an "industrial use" zone □ Yes □ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
E. Whether the Property is affected by a nuisance created by an "industrial use" zone □ Yes □ No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) □ Yes □ No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision □ Yes □ No
H. Insurance claims affecting the Property within the past 5 years □ Yes □ No
I. Matters affecting title of the Property □ Yes □ No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3. □ Yes □ No
K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums □ Yes □ No
(See C.A.R. Form WBSA for more information)



Property Address: _____

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
Explanation, or (if checked) see attached; _____

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
- D. Any part of the Property being painted within the past 12 months Yes No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) Yes No
 - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if, No, leave (2) blank)..... Yes No
 - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... Yes No
 - (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... Yes No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: **(i)** a list of such Improvements and **(ii)** the name and contact information for each contractor who performed services of \$1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below **(i)** a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and **(ii)** for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or (if checked) see attached: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... Yes No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
- D. An alternative septic system on or serving the Property Yes No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling..... Yes No
 - (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... Yes No
 - (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU)..... Yes No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... Yes No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property..... Yes No



Property Address: _____

C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: _____

11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

A. Past or present pets on or in the Property Yes No

B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
If so, when and by whom

Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

A. Surveys, easements, encroachments or boundary disputes Yes No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage Yes No

C. Use of any neighboring property by you Yes No

Explanation: _____

13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No

B. Operational sprinklers on the Property Yes No

(1) If yes, are they automatic or manually operated.
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system.. Yes No

C. A pool heater on the Property Yes No
If yes, is it operational? Yes No

D. A spa heater on the Property Yes No
If yes, is it operational? Yes No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No

Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...

A. Property being a condominium or located in a planned unit development or other common interest subdivision Yes No

B. Any Homeowners' Association (HOA) which has any authority over the subject property Yes No

C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No

D. CC&R's or other deed restrictions or obligations Yes No

E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No

F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No

(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No

Explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...

A. Other than the Seller signing this form, any other person or entity with an ownership interest Yes No

B. Leases, options or claims affecting or relating to title or use of the Property Yes No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No

D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No

E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No

F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity Yes No

G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No

H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No

Explanation: _____



Property Address: _____

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property Yes No

Explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property Yes No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed. Yes No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. Yes No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies Yes No
- J. Any differences between the name of the city in the postal/ mailing address and the city which has jurisdiction over the property Yes No

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present Yes No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home..... Yes No
- D. Whether the property is tenant occupied..... Yes No
- E. Whether the Property was previously tenant occupied even if vacant now..... Yes No
If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: _____

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No
- B. **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller _____ Date _____

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____

Buyer _____ Date _____

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SINGLE PARTY COMPENSATION AGREEMENT

(C.A.R. Form SP, Revised 8/24)

Date Prepared: _____ (“Principal”)
and _____ (“Broker”)
agree as follows, with regard to the real property in the City of _____,
County of _____, California, described as follows:
_____ (“Property”).

1. 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 the Principal and Broker.

Principal agrees to pay Broker, irrespective of agency relationships, either _____ percent of the sales price or total rents for the original term of the lease; or \$ _____, as follows:

- A. If Principal enters into an agreement with _____ (“Other Party”) to purchase, sell, lease, or exchange the Property during the period commencing on (date) _____ and expiring at 11:59 P.M. on (date) _____ (“Compensation Period”), provided Other Party completes the transaction or is prevented from doing so by Principal, or in the case of a lease enters possession;
- B. Other Party includes any person or entity related to Other Party, or who in any manner acts in Other Party’s behalf, including, if Other Party is a corporation, limited liability company, or partnership, any person or entity in which Other Party has a legal or beneficial interest, or which has a legal or beneficial interest in Other Party.
- C. Principal hereby irrevocably assigns to Broker the above compensation from Principal’s funds and proceeds in escrow, if applicable.
- D. In event of an exchange, Broker will disclose if Broker is also collecting compensation from additional parties.
- E. Principal warrants that Principal has no obligation to pay compensation to any other broker regarding the purchase, sale, exchange, or lease of Property.
- F. This Agreement shall remain binding, even if, during Compensation Period, Principal enters into a listing agreement with any broker to sell or lease the Property or a representation agreement to buy or lease the Property.

2. AGENCY RELATIONSHIPS:

- A. **DISCLOSURE:** If the Property includes residential property, commercial property, or a mobile home, and is being sold, or leased for a period exceeding one year, Broker acting as an agent for the Principal shall give Principal an agency disclosure form prior to presenting an offer to purchase or lease.
- B. **REPRESENTATION:** (Check one) In the transaction:
 - 1. Broker will act as agent for Principal exclusively in any resulting transaction.
 - 2. Broker will act as dual agent representing both Principal and Other Party in any resulting transaction. Principal understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to Other Party confidential information, including, but not limited to, facts relating to either the Buyer’s or Seller’s financial position, motivations, bargaining position, or other personal information that may impact price, including the Principal or Other Party’s willingness to accept a price less than the listing price or willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - 3. Broker will act as agent for Other Party exclusively in any resulting transaction. Principal agrees and understands that all acts of Broker, even those that assist Principal in performing or completing any of Principal’s contractual or legal obligations, are intended for the benefit of Other Party exclusively. Principal is advised to seek real estate, legal, tax, insurance and all other desired assistance from other appropriate professionals.
- C. This Agreement does not require Broker to solicit offers on the Property from Other Party, nor does it authorize Broker to solicit offers from any other person or entity.
- D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller’s execution of a purchase agreement.
- E. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Principal understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Property. Principal consents to Broker’s representation of sellers and buyers of other properties before, during and after the end of this Agreement. Principal acknowledges receipt of a “Possible Representation of More than One Buyer or Seller – Disclosure and Consent” (C.A.R. Form PRBS).
- F. **TERMINATION OF AGENCY RELATIONSHIP:** Principal acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.



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

WHAT IS AN MLS? The MLS is a database of properties for sale or lease that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Principal's property is offered for sale or lease. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

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

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

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

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

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

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

AUTHORITY TO ENTER IN MLS AFTER CLOSE OF ESCROW: Principal gives Broker authority to enter Property in MLS after close of escrow to establish comparable sales or lease data or otherwise comply with MLS rules.

Principal's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

- 3. **MLS AND IMAGES:** All terms of the transaction, including sales price and financing, may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing information related to the transaction, as allowed or required by the Broker's MLS. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images and other information related to the transaction for advertising, including post sale and for Broker/Agent's business in the future.
- 4. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 5. **APPLICABLE LAWS:** Principal agrees to comply with all applicable federal, state and local laws and regulations regarding sale or lease of Property.
- 6. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Principal and Broker arising out of this Agreement, Principal or Broker are each responsible for paying their own attorney fees and costs except as provided in **paragraph 7A**.
- 7. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** (1) Principal and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 6**. (4) Exclusions from this mediation agreement are specified in **paragraph 7B**.
 - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
 - C. **ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 8. **OTHER TERMS AND CONDITIONS:** _____

OR See Brokerage Addendum



- 9. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** after its execution.
- 10. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Principal and Principal's successors and assigns.
- 11. **ENTIRE CONTRACT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.
- 12. **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).

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

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

ENTITY PRINCIPALS: (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) Principal:** One or more Principals 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 Principal:** 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 12** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____.

PRINCIPAL SIGNATURE(S):

(Signature)By, _____ Date: _____
 Printed name of PRINCIPAL: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 (Signature)By, _____ Date: _____
 Printed name of PRINCIPAL: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____
 Address _____ City _____ State _____ Zip _____
 By _____ Tel. _____ E-mail _____ DRE Lic. # _____ Date _____
 By _____ Tel. _____ E-mail _____ DRE Lic. # _____ Date _____

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

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SHORT-TERM RENTAL LISTING (FOR OCCUPANCY OF 30 DAYS OR LESS, OR SEASONAL RENTAL FROM 31-90 DAYS) (C.A.R. Form STRL, 12/23) THIS FORM IS NOT BINDING ON BROKER UNLESS SIGNED BY BROKER OR OFFICE MANAGER ON BROKER'S BEHALF

Date Prepared: _____

1. BROKER SERVICES:

A. EXCLUSIVE RIGHT TO LEASE OR RENT FOR SHORT-TERM USE: _____ ("Owner") hereby employs and grants _____ ("Broker") beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period") the exclusive and irrevocable right to lease or rent, as a short-term rental, the real property located at _____ in the City of _____, County of _____, California further described as or named _____ ("Premises").

B. PROPERTY MANAGEMENT:

- (1) Broker will NOT manage the property.
OR (2) [] Broker will manage the property during the term of the occupancy, and [] during the term of the Listing Period:
(A) [] C.A.R. Property Management Agreement (C.A.R. Form PMA) attached.
(B) [] on the terms of a separate management agreement between Owner and Broker.
(3) If broker will manage the property, management fee is [] is not included in the compensation specified in paragraph 4.

2. LISTING TERMS:

A. RENTAL PERIODS AND RATES:

(1)

Table with 6 columns: Period (date range), Weekday, Weekend Day, Holiday, Per Week, Per Month. It contains several empty rows for data entry.

- OR (2) [] see attached schedule
(3) For 2A(1) or 2A(2) above, Owner authorizes [] does not authorize Broker to adjust rates in order to lease or rent Premises at Broker's discretion.

B. TERMS OF OCCUPANCY:

- (1) Unless otherwise agreed, Owner authorizes Broker to rent or lease the Premises on a daily, weekly, or another short-term basis.
(2) Owner is advised that permits may be required to rent or lease Premises on a short-term basis and if Premises is located within a HOA, the CC&Rs may have restrictions on short-term rentals. Owner is advised to consult with a qualified California real estate attorney regarding these issues.
(3) (A) For occupancy of 30 days or less Broker will use Short-Term Rental Agreement (C.A.R. Form STRA) or [] _____.
(B) For occupancy for more than 30 days, but not to exceed 90 days, Broker will use lease agreement (C.A.R. Form RLMM) or [] Short-Term Rental Agreement (C.A.R. Form STRA) plus Seasonal Addendum to Short-Term Rental Agreement (C.A.R. Form STRA-SA) or [] _____.

C. ITEMS INCLUDED IN RENTAL: Owner agrees to furnish the Premises as a short-term rental in a manner acceptable to Owner and Broker. All fixtures and fittings that are attached to the Premises and the following items of personal property are included:

(1) Owner shall provide Broker an inventory of furnishings and other personal property within 10 (or _____) calendar days of signing this Agreement;

OR (2) [] Broker, within 10 (or _____) calendar days prior to first occupancy, shall create, for Owner approval, an inventory of furnishings and other personal property.

OR (3) [] _____;

D. SPACES/ITEMS EXCLUDED FROM RENTAL: [] Garage/Carport [] Parking: _____ [] Owner's locked room/closet: _____ [] Storage Shed/Area [] Guest house [] Other: _____

E. ADDITIONAL TERMS:

(1) Other amenities/rights/benefits included: _____

(2) [] Community/HOA amenities/facilities/memberships included: _____



Property Address: _____ Date: _____

- (3) Utilities and services provided: Owner shall provide utility services and internet for the Premises, except the following services: _____

For the services selected below, Owner will have a cap on the cost of services. Any amount over this cap will be charged to the tenant, to the extent the Owner can determine that the tenant exceeded the average prorated daily amount of this cap during the occupancy.

- Gas: cap of _____
 Electric: cap of _____
 Combination of services _____ : cap of _____
 Other utility or service _____ : cap of _____

- (4) Other: _____

3. OWNER-RESERVED DATES:

- A. Broker shall not lease or rent the Premises for short-term use during the following period(s):**

- B.** In addition to the owner-reserved dates indicated in **paragraph 3A**, Owner may reserve additional occupancy dates by giving notice to Broker at least **10 (or _____)** calendar days prior to such dates, provided Broker has not already entered into a short-term rental agreement for that time. Once Broker has accepted a short-term rental agreement, Owner shall not have the right during the time of that agreement to occupy the Premises.

4. 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 Owner and Broker.

- A.** Owner agrees to pay to Broker as compensation for services, irrespective of agency relationships, either: **(i)** _____ percent of the total rent or \$ _____; or **(ii)** per the attached compensation schedule, for any short-term rental entered into or extended: If Broker, cooperating broker or any other person procures a short-term rental occupant ("Occupant") who offers to lease/rent the Premises on the above amount and terms, or on any price and terms acceptable to Owner during the Listing Period or any extension thereof;

- B.** If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof, Owner agrees to pay to Broker as compensation:

- (1) _____ percent of the total rent or \$ _____.
(2) All out of pocket expenses, including but not limited to any fees, marketing, photos, cleaning or set up fees.
(3) _____

- C.** In addition, Owner agrees to pay Broker: _____

- D.** Broker may retain said compensation from any Occupant deposits and payments collected by Broker.

- E.** Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.

- F.** Owner represents that Owner has no other obligations to pay another Broker for services related to Premises, except _____

- (1) Bookings already taken: _____

- (2) Unless otherwise agreed, for any bookings already taken, Broker is not entitled to compensation under this Agreement and Broker is not obligated to represent Owner with respect to such booking.

- G.** **COMPENSATION ON SUBSEQUENT SALE TO OCCUPANT:** Owner agrees to pay Broker if Occupant directly or indirectly acquires or enters into an agreement to acquire title to the Premises or any part of it, whether by sale, exchange or otherwise, during the term of the occupancy or any extension thereof as follows, compensation equal to _____ percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Occupant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, payment shall be through escrow.

5. OCCUPANT PAYMENTS; DEPOSITS: The following are due and payable to Owner, unless otherwise specified below or otherwise agreed in a separate agreement:

- A. For rentals of 30 days or less**, the entire rental amount: to Broker; due at execution, upon possession, other _____;

- B. For rentals of more than 30 days**, first month's rent: to Broker; due at execution, upon possession, other _____;

- C. Damage deposit:** to Broker; due at execution, upon possession, other _____;

- D. Reservation fee for rentals of 30 days or less (Nonrefundable) if applicable:** to Broker; due at execution, upon possession, other _____, Broker retains reservation fee as compensation;

- E. Late fee (Nonrefundable):** to Broker (only applicable if Broker is managing the Property); due if payment is not made within **3 (or _____) Days** after the time specified in the Agreement between Occupant and Owner, other _____;

- F. Cancellation:**

- (1) Cancellation Policy: _____

- (2) Owner shall be responsible to Occupant for return of any damage deposits and advance rent held by Owner in the event of Occupant cancellation prior to possession under the terms of the cancellation policy.

- (3) No compensation shall be owed to broker if occupant cancels under the Cancellation Policy.

- G.** Owner authorizes Broker to accept and hold from Occupant checks for deposits and payments, including, but not limited to damage deposits, rents, cleaning fees, transient occupancy taxes, holdover charges and non-sufficient funds charges. Checks shall not (shall) be deposited in Broker's trust fund account.

Property Address: _____ Date: _____

6. **RETURN OF DAMAGE DEPOSIT:** If Broker holds damage deposits, and the occupancy agreement is for more than 30 days, Broker is obligated to return damage deposits or account for their disposition within 21 days. Owner agrees to provide Broker with copies of utility bills and other charges to be deducted from damage deposits in a timely manner. If Owner fails to provide Broker with such bills or charges within **10 (or _____)** calendar days of Occupant's departure, Broker, unless otherwise agreed, is authorized to forward damage deposit to Owner and Owner takes all responsibility and liability for the return of the damage deposit.
7. **MULTIPLE LISTING SERVICE:** Information about this listing may be provided to a multiple listing service(s) ("MLS") of Broker's selection at Broker's discretion. If MLS rules require additional documents related to Broker's decision, such as C.A.R. Form SELM, Owner agrees to complete such documents. Owner authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner 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. Owner agrees: **(iii)** to carry and pay for public and premises liability insurance in the amount of no less than \$1,000,000, and property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker; and **(iv)** that Broker is not responsible for loss, damage or injury of or to personal or real property or persons. **Broker does not maintain insurance to protect Owner.**
9. **KEYS:** Owner shall, as applicable, provide Broker with the following: _____ Door Keys; _____ Common Area Keys; _____ Identification Tags; _____ Mailbox Keys; _____ Garage/Gate Openers; codes to operate any Lockbox, Electronic locks, Garage Doors, etc; Other: _____.
10. **OWNERSHIP, TITLE, AND AUTHORITY TO LEASE OR RENT AS A SHORT-TERM RENTAL:**
- A. Owner warrants that: **(i)** Owner is the legal owner of the Premises; **(ii)** no other persons or entities have title to the Premises; and **(iii)** Owner has the authority to both execute this contract and lease or rent the Premises;
- B. Owner has obtained, if required by the city or county where the property is located, permission to operate the Premises as a short-term rental, such as a license or permit, # _____, with an expiration date of: _____.
- C. If Premises is located within a HOA, Owner represents that Owner has the right to rent out the Premises as a short-term rental for any length, except: _____.
- D. Exceptions to ownership, title and authority: _____.
11. **OWNER REPRESENTATIONS:** Owner represents that Owner is unaware of: **(i)** any recorded Notice of Default affecting the Premises; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Premises; and **(iv)** any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
12. **TAX WITHHOLDING:**
- A. Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker in a calendar year, unless Owner completes and transmits to Broker: **(i)** If Owner 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 Owner is a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 590, withholding exemption certificate.
- B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor Owner will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.
13. **BROKER'S AND OWNER'S DUTIES:**
- A. (1) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium selected by Broker including the MLS, online travel agencies, and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium.
- (2) Broker is authorized to spend \$ _____ to prepare the Premises to be rented. Owner shall reimburse Broker for any such expenditures.
- B. If Broker is authorized to rent Premises for more than 30 days, Owner agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within 3 Days of completing (or with) this Agreement. Owner authorizes Broker to provide Occupant with the RPOD completed by Owner with any lease or rental agreement of more than 30 days.
- C. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to **paragraph 4F**, and following all applicable fair housing laws. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.
- D. Owner agrees to provide fully completed IRS form W-9 and any other reasonably necessary tax related document, upon request by the Broker.



Property Address: _____ Date: _____

- E.** Owner agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, **(i)** for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; **(ii)**, from any incorrect or incomplete information supplied by Owner; **(iii)** from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises, and **(iv)** actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Owner's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.
- 14. OTHER OWNERS:** Owner understands that Broker may have or obtain listings on other properties and that potential occupants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner's Premises. Owner consents to Broker's representation of owners and occupants of other properties before, during and after the end of this Agreement.
- 15. EQUAL HOUSING OPPORTUNITY:** The Premises is offered in compliance with federal, state and local anti-discrimination laws.
- 16. WARRANTIES:** Owner shall provide to Broker, within 10 calendar days of entering this Agreement, a list of the home warranties and product warranties covering the Premises, including the items covered, the company name and policy number, and the contact telephone number.
- 17. ADDITIONAL TERMS:** _____
- 18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner, and Owner's successors and assigns.
- 19. ATTORNEY FEES:** In any action, proceeding, or arbitration between Owner and Broker arising out of this Agreement, Owner or Broker shall be responsible for paying their own attorney fees and costs, except as provided in **paragraph 20A**.
- 20. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 19**. **Exclusions from this mediation agreement are specified in paragraph 20B.**
- B. EXCLUSIONS:** The following matters are excluded from mediation: **(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 provision: **(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 proceeding; or **(iii)** the filing of a mechanic's lien.
- D. ARBITRATION ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 21. ENTIRE CONTRACT:** 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. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Owner and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- 22. 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).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE**

Property Address: _____ Date: _____

By signing below, Owner acknowledges that Owner 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 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) Owner:** One or more Owners 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 Owner:** 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 22** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____

OWNER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Owner: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of Owner: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

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

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

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

By (Broker/Office Manager) _____ Lic. #: _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Email _____

Additional Agent Acknowledgement attached (C.A.R. Form AAA)

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SUMMARY OF MULTIPLE OFFERS
(C.A.R. Form SUM-MO, Revised 12/24)

This document summarizes certain terms and conditions of various offers that have been made on your property identified as _____ . It is for comparison purposes only. **This document DOES NOT contain all material terms of the offers. Only the offers themselves may be accepted or countered. Seller is advised to read the offers carefully and in their entirety.**

TERMS	Offer 1	Offer 2	Offer 3	Offer 4	Offer 5
Purchase price All cash?	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
Seller Payments for:					
• Buyer closing costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
• Additional seller credit terms	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
• Buyer broker fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Net price before seller costs and expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Initial deposit (% of price)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)
Loan Amount (% of price)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)
Loan Type	Conventional or <input type="checkbox"/> _____	Conventional or <input type="checkbox"/> _____	Conventional or <input type="checkbox"/> _____	Conventional or <input type="checkbox"/> _____	Conventional or <input type="checkbox"/> _____
Close Of Escrow (date or days after acceptance)	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____
Possession Date (if not COE, specify)	COE or <input type="checkbox"/> Other _____	COE or <input type="checkbox"/> Other _____	COE or <input type="checkbox"/> Other _____	COE or <input type="checkbox"/> Other _____	COE or <input type="checkbox"/> Other _____
CONTINGENCIES					
• Loan	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed
• Appraisal	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed
• Investigation	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed
• Insurance	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed	17 or _____ days <input type="checkbox"/> Removed
• Sale of Buyer's property	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Items Included	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator <input type="checkbox"/> More (see offer)	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator <input type="checkbox"/> More (see offer)	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator <input type="checkbox"/> More (see offer)	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator <input type="checkbox"/> More (see offer)	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator <input type="checkbox"/> More (see offer)
Agent Name Firm Name	_____ _____	_____ _____	_____ _____	_____ _____	_____ _____
Other Terms and Credits:					

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