

June 2020 Forms Release

Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of June 22, 2020**. For further information, please refer to the C.A.R. web page at: <https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/June-2020-Forms-Release>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised	OK to use prior revision
PVOH	Property Visit and Open House Advisory	N/A	This form is an advisory to anybody visiting or viewing a property. It advises them of the possibility of being recorded and of various safety risks. The visitor is acknowledging the risk of entry and being advised to take responsibility for children.	NEW
SFLS	Square Foot and Lot Size Advisory	N/A	This form is an advisory related to the possibility that there may be different measurements for square footage and lot size. It recognizes that there may be discrepancy and advises the buyer to do their own investigation. There is a chart to provide the various different measurements that parties may be aware of.	NEW
CTT	Notice of Change in Terms of Tenancy	12/19	Form was modified to be used for property that are covered, as well as not covered under the Tenant Protection Act. It has separate sections for rent increases for those covered under the act and those not covered under the act.	N
DIA	Disclosure Information Advisory	6/18	Language added in Section I of paragraph 4 to address the "Substituted Disclosures" option that was added to the statutory TDS form.	N
NTQ	Notice to Quit	12/19	Form was modified to be used for property that are covered, as well as not covered under the Tenant Protection Act. Added a provision for an occupant holding over after employment was terminated by the owner, and it provides the reasons to terminate after a notice to cure under the Tenant Protection Act.	N
NTT	Notice of Termination of Tenancy	12/19	Form was modified to be used for property that are covered, as well as not covered under the Tenant Protection Act. It has a separate section for termination that is allowed under the Tenant Protection Act, with those reasons that are allowed under the act. It provides information on the Tenant Protection Act and about using the appropriate forms.	N
PCQ	Notice to Perform or Cure Covenant or Quit	12/19	Form was modified to be used for property that are covered, as well as not covered under the Tenant Protection Act. Under the act, landlords are required to give a notice to cure, so the form was modified add a section to provide for valid reasons under the act.	N
PRQ	Notice to Pay Rent or Quit	12/19	added "excluding Saturdays, Sundays, and other judicial holidays" to make it clearer and satisfy certain courts	Y
RCSD-B	Representative Capacity Signature Disclosure (Buyer Representative)	6/19	Added an option for the form to be added at the time of an assignment.	Y

RLA	Residential Listing Agreement – Exclusive	12/19	Added a section regarding NAR Clear Cooperation Rule. Also reorganized the information regarding MLS benefits and other MLS issues. Added section regarding public marketing. Added language regarding Broker submitting offers timely and advising Seller to obtain HOA documents in advance, if applicable. Added language to clarify the broker's use of Keysafe/Lockbox.	N
SELM	Seller Instruction to Exclude Listing from MLS	12/19	Updated to reflect the NAR Clear Cooperation rule that has been adopted by many MLS's. Eliminated language regarding Days on Market, since the Clear Cooperation rule renders it mostly moot.	N
SWPI	Septic Inspection, Well Inspection, Property Monument and Allocation of Cost Addendum	12/17	Added an option to locate and access the septic tank only	Y
TDS	Real Estate Transfer Disclosure Statement	12/14	"No substituted disclosures" option added to Section I to comply with California statute requirement	N

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

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

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



RISKS OF VISITING AND VIEWING PROPERTIES

- 1. RECORDING DEVICES: Audio or video recording devices or both may be present on any property that is being visited or viewed and such devices may be located BOTH INSIDE AND OUTSIDE of the main dwelling and any outbuilding or accessory unit or structure on the property. There may or may not be any notices of the presence of such devices posted on the property. Seller may or may not be aware of the capability of such devices. Such devices may be capable of recording visitor's conduct, conversations, and utterances. Accordingly, Seller may be able to determine visitor's impressions of the property and its condition, negotiation strategy, and the content of any discussions visitor has with visitor's broker or others regarding the price, terms and conditions of an offer to be made and visitor's ability and willingness to agree to something else. Visitor is advised to be alert for the presence of such devices and to take the possibility of the presence of such devices into account during their viewing of the open house.
2. VISITOR SAFETY: Visitor is advised to be aware and watchful of conditions on any property. Visitor is most likely to be unfamiliar with the property's terrain, layout, elevation changes, stairway or step structure, handrails, or lack thereof, and other features. Visitor may be requested to remove shoes or to put on protective foot coverings ("booties") over their shoes in order to enter the Property. If so, visitor, needs to 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: Visitor is 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. ACCOMPANYING MINORS: Visitor is advised to watch any accompanying minors. Visitor is responsible for their care, safety, and conduct in the Property.
5. RISK OF INJURY: Upon entering any property visitor acknowledges the risk of injury resulting from unfamiliarity with the property. Visitor is advised to exercise caution.

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

VISITOR (print name) (signature) Date

VISITOR (print name) (signature) Date

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**SQUARE FOOTAGE AND LOT SIZE
DISCLOSURE AND ADVISORY**
(C.A.R. Form SFLS, 6/20)

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. Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine whether to purchase the Property and/or are using a 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 Buyers and the accuracy of any such figures should be independently verified by Buyers 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, and 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 Buyers’ decision to purchase or the price Buyers are willing to pay, then Buyers 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. MEASUREMENTS AND SOURCES: Any square footage and/or lot size numbers inserted into the spaces below 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: _____	<input type="checkbox"/>
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"/>

- 4. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Any numerical statements regarding square footage, room dimensions, lot size, and boundaries have not been verified by Seller or Broker. Fences, hedges, walls, retaining walls, and other barriers or markers do not necessarily identify the true Property boundaries. Broker has not and will not verify the accuracy of any of these measurements.
- 5. IF ANY OF THESE MEASUREMENTS ARE MATERIAL TO YOU, YOU ARE STRONGLY ADVISED TO INVESTIGATE THE VALIDITY AND ACCURACY OF ANY MEASUREMENTS PROVIDED TO YOU HEREIN OR OTHERWISE. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.**

By signing below, Buyer and Seller acknowledge that they have read, understand, and have received a Copy of this Disclosure and Advisory. The parties are encouraged to read it carefully.

Seller represents that Seller is not aware of any other measurements of the Property.

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

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NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 6/20)

To: _____ ("Tenant")

and any other occupant(s) in possession of the premises located at:

(Street Address) _____ (Unit/Apartment #) _____

(City) _____ (State) _____ (Zip Code) _____ ("Premises")

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"). For more information, see the IMPORTANT NOTES below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS (All other terms and conditions of your tenancy shall remain unchanged):

EFFECTIVE DATE OF CHANGE: The change shall take effect 30 days from service of this Notice or on _____, or as otherwise specified, whichever is later.

PROPERTIES OR TENANCIES COVERED BY THE TPA: Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period. 1. Rent increase of 5% or less: The new rent shall be \$ _____ per month. 2. Rent increase more than 5% but NO MORE than the maximum allowed by the TPA. The maximum increase in rent allowed over the previous 12-month period is calculated by using a formula established in the TPA (Civil Code §1947.12(g)) but in no event greater than 10%. The new rent shall be \$ _____ per month.

PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA before selecting either of the options below. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period. 3. Rent increase of no more than 10%: The new rent shall be \$ _____ per month. 4. Rent increase greater than 10%: The new rent shall be \$ _____ per month. (Pursuant to California Civil Code §827, the change shall take effect 90 days from service of this Notice or on _____, whichever is later.)

ALL PROPERTIES 5. Security deposit shall be increased by \$ _____. 6. [X] Rent Cap and Just Cause Addendum (C.A.R. form RCJC) is attached and incorporated into the lease or rental agreement. 7. Other Changes not including rent: _____

IMPORTANT NOTES: * Under the TPA, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, 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 landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable.



Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant _____ Date _____

Tenant _____ Date _____

5. 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))

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

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 or A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. **Service by first class mail (for changes to rent only).** A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above.

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

Substituted service (if change includes something other than rent). 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, by first class mail, postage prepaid, 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 (if change includes something other than rent). A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

(Signature of person serving Notice) (Date)

(Print Name)

(Keep a copy for your records.)

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CTT REVISED 6/20 (PAGE 2 OF 2)

Reviewed by _____ Date _____





1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement (“TDS”); Seller Property Questionnaire (“SPQ”); Exempt Seller Disclosure (“ESD”). (Collectively, or individually, “Disclosure Forms”). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners’ Association (“HOA”).
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don’t want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every “Yes” response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you “are aware” of a particular condition, fact or item. If you do not know the answer to any question, then you are “not aware” and should answer that question “No.”
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the “who, what, where, when and how.”
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as “never,” “minor,” “insignificant,” “small” or “infrequent” as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor’s property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).
 - G. Even if you have learned to live with an issue, condition or problem, disclose it.

- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (“TDS”) (Civil Code Section 1102.6)

~~The TDS includes Question 16 in section II C which refers to various code sections which are part of a law concerning construction defects that is widely known as SB 800 or Title 7. This law applies to residential real property built by a “Builder” and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.~~

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those “Substituted Disclosures” does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates “No substituted disclosures for this transfer.”**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are “not in operating condition”, a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (*i.e.* sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for “significant defects/malfunctions”; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond “Yes” to any question, you should provide as much information as possible about the issue. If you are answering any of these questions “No” because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your “No” answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

~~Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a “Builder” and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.~~

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (**Civil Code Section 1710.2**). Another example of a legally required disclosure that is not in the TDS, is the requirement that sellers of single family residences built prior to January 1, 1994 (**and other properties built before that date**) must disclose if the Property has any noncompliant plumbing fixtures (**Civil Code Sections 1101.4 and 1101.5**). 1. Any toilet that uses more

than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts about the Property.

EXEMPT SELLER DISCLOSURE (“ESD”)

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the “catch all” question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale (“Listing Broker”) strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor’s property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: “Do I need to disclose ... ?” is almost always “YES, disclose it.”**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller _____ Date _____

Seller _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020





NOTICE TO QUIT (C.A.R. Form NTQ, Revised 6/20)

To: _____ (Tenant/Occupant) and any other occupant(s) in possession of the premises located at: _____ (Street Address) _____ (Unit Apartment #) _____ (City) _____ (State) _____ (Zip Code) ("Premises")

Other notice address if different from Premises above: _____

Notice to the above-named person(s) and any other occupants of the above-referenced Premises: WITHIN 3 DAYS from service of this Notice you are required to:

1. Vacate the Premises and surrender possession:

If you do not give up possession by the required time, a legal action will be filed seeking damages and possession.

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations.

2. Forfeiture of the Lease:

The undersigned declares a forfeiture of the lease.

3. The reason for sending this notice is the following NONCURABLE BREACH ONLY:

(Check all that apply)

- A. [] Violation of the lease covenant against subletting, assignment or committing waste.
B. [] Maintaining a nuisance.
C. [] Using the Premises for an unlawful purpose or making a criminal threat against the owner or agent.
D. [] Former Owner holding over after sale of the Premises.
E. [] Occupant holding over after having an employment or hiring terminated by the owner or agent
F. [] Tenant has failed to cure the following breach after being given notice to cure under California Civil Code §1946.2:
[] Failure to sign an extension or renewal of lease
[] Refusing to allow the owner or agent the right to enter the Premises
[] Failing to pay the non-rent monetary obligation
[] Other violation specified in a Notice to Cure. The violation specified was _____

NOTE: IF THE PREMISES IS IN A LOCAL RENT OR EVICTION CONTROL JURISDICTION, A DIFFERENT NOTICE MAY BE REQUIRED.

Landlord/Owner/Agent _____ Date _____
Landlord/Owner/Agent _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

4. 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))

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.

- 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.

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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Reviewed by _____ Date _____





NOTICE OF TERMINATION OF TENANCY

(C.A.R. Form NTT, Revised 6/20)

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.)

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. For more information, see the IMPORTANT NOTES below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to serving this notice.

PROPERTIES OR TENANCIES COVERED BY THE TPA:

1. 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:

- A. [] 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 _____).
B. [] Owner intends to withdraw the Premises from the rental market.
C. [] Owner intends to demolish or substantially remodel the Premises.
D. [] 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.

Whether 1A, 1B, 1C or 1D 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, 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 1D.

2. [] 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.



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

3. Your tenancy, if any, in the Premises is terminated **60 days** from service of this Notice, or on _____ (whichever is later).
4. 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 5.** 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 6.** 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:**
- A. Landlord has entered into a contract to sell the Premises to a natural person(s);
 - B. **AND** Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
 - C. **AND** Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
 - D. **AND** Escrow was opened 120 or fewer days prior to the delivery of this Notice;
 - E. **AND** Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
 - F. **AND** Tenant has not previously been given a notice of termination of tenancy.

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.

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 landlord after being notified that property belonging to you was left behind after you moved out.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, 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 landlord 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.

Landlord 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.

Perform Covenant or Quit (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 landlord 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.

Landlord (Owner or Agent) _____ Date _____

Landlord (Owner or Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____



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))

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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NOTICE TO CURE OR PERFORM COVENANT OR QUIT

(C.A.R. Form PCQ, Revised 6/20)

To: _____ ("Tenant")

and any other occupant(s) in possession of the premises located at: _____

_____ (Street Address) _____ (Unit/Apartment #)

_____ (City) _____ (State) _____ (Zip Code) ("Premises").

Other notice address if different from Premises above: _____

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. For more information, see the IMPORTANT NOTES below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.

PROPERTIES OR TENANCIES COVERED BY THE TPA:

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to comply with the following:

- 1. Sign the previously provided, or if checked, attached written extension or renewal of your lease...
2. Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs...
3. Pay the required monetary obligation, which is past due, for obligation other than rent...

(i) Past Due Amount: \$ _____ required by _____
\$ _____ required by _____
\$ _____ required by _____

Total Due: \$ _____.

(ii) If applicable, check, money order, draft or instrument, shall be made payable to: _____

(iii) Payment shall be delivered to: _____ (specific individual)
whose phone number is _____, at _____ (Address)

(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

- 4. Perform the following covenant or cure the following breach of your rental agreement: _____

If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174).



PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA 2019 before selecting any of the options below.

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice, unless a longer time is specified in paragraph 7, you are required to comply with the following or vacate the Premises and surrender possession. If you do not do so, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174):

- 5. Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§1101.5 or 1954 or §§13113.7 and 17926.1 of the Government Code.
- 6. Pay the required monetary obligation, which is past due, for obligation other than rent in the amount specified below, as follows:
 - (i) Past Due Amount: \$ _____ required by _____
\$ _____ required by _____
\$ _____ required by _____
 - Total Due: \$ _____.
 - (ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** _____
 - (iii) Rent shall be **delivered to:** _____ (specific individual)
whose phone number is _____, at _____
_____ (Address)
 - (iv) Rent may be delivered in person between the hours of _____ on the following days: _____.
- 7. Perform the following covenant or cure the following breach of your rental agreement within the time specified above (or ____ Days, which must be at least 3, excluding Saturdays, Sundays, and other judicial holidays): _____

NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations. Landlord declares a forfeiture of the lease if: (i) you do not perform as specified in paragraph 1; or (ii) the breach of your rental agreement is not cured and you continue to occupy the Premises.

IMPORTANT NOTES: Under the TPA, the most common exemptions from just cause eviction laws are: (1) separately alienable single-family dwellings, including a condominiums, 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 landlord 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.

Landlord _____ Date _____
(Owner or Agent)
Landlord _____ Date _____
(Owner or Agent)
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

8. 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))
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.

- 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.

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)

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PCQ REVISED 6/20 (PAGE 3 OF 3)

Reviewed by _____



NOTICE TO CURE OR PERFORM COVENANT OR QUIT (PCQ PAGE 3 OF 3)



NOTICE TO PAY RENT OR QUIT (C.A.R. Form PRQ, Revised 6/20)

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

Other notice address if different from Premises above: _____

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 DAYS, excluding Saturdays, Sundays, and other judicial holidays, from service of this Notice you are required to either:

1. Pay Rent, which is past due, for the Premises in the amount specified below, as follows:

(i) Past Due Rent: \$ _____ for the period _____ to _____ \$ _____ for the period _____ to _____ \$ _____ for the period _____ to _____

Total Due: \$ _____

(ii) If applicable, check, money order, draft or instrument, shall be made payable to: _____

(iii) Rent shall be delivered to: _____ (specific individual) whose phone number is _____, at _____ (Address)

(iv) [] Rent may be delivered in person between the hours of _____ on the following days _____

OR 2. Vacate the Premises and surrender possession.

If you do not pay the past due amount or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure §1174). Landlord declares a forfeiture of the lease if past due rent is not paid and you continue to occupy the Premises. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

Landlord _____ Date _____ (Owner or Agent) Landlord _____ Date _____ (Owner or Agent) Address _____ City _____ State _____ Zip _____ Telephone _____ Fax _____ E-mail _____

3. 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))

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.

- 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.

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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PRQ REVISED 6/20 (PAGE 2 OF 2)



NOTICE TO PAY RENT OR QUIT (PRQ PAGE 2 OF 2)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/20)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Purchase Agreement, Buyer Representation Agreement, or Other Agreement, specified below in which _____ is identified as "Buyer". If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. A. [] TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled (Name of trust): _____

(2) The person(s) signing below is/are Sole/Co/ Successor Trustee(s) of the Trust.

B. [] ENTITY: Buyer is a [] Corporation, [] Limited Liability Company, [] Partnership [] Other: _____ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [] is [] is not attached.

C. [] POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Attorney (Specific Power of Attorney for the Property), dated _____. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. [] ESTATE: (1) Buyer is a [] conservatorship, or [] guardianship identified by Superior Court Case name as _____, Case # _____.

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact) _____ Title: _____ (Print Representative Name)

By _____ Date: _____

(Sign Name of Trustee, Officer, Managing Member, Partner or Attorney-in-Fact) _____ Title: _____ (Print Representative Name)

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE
Buyer and _____ ("Seller") are parties to a
Purchase Agreement dated _____ for property known as _____.
Seller _____ Date _____
Seller _____ Date _____



AT TIME OF BUYER REPRESENTATION AGREEMENT

Buyer and _____ (“Buyer Broker”) are parties to a Buyer Representation Agreement dated _____.

Real Estate Broker _____

By _____ Date _____

AT TIME OF ASSIGNMENT OF AGREEMENT

Buyer and _____, the originally named buyer (“Assignor”) are parties to an Assignment of Agreement Addendum dated _____.

Assignor and _____ (“Seller”) are parties to a Purchase Agreement or

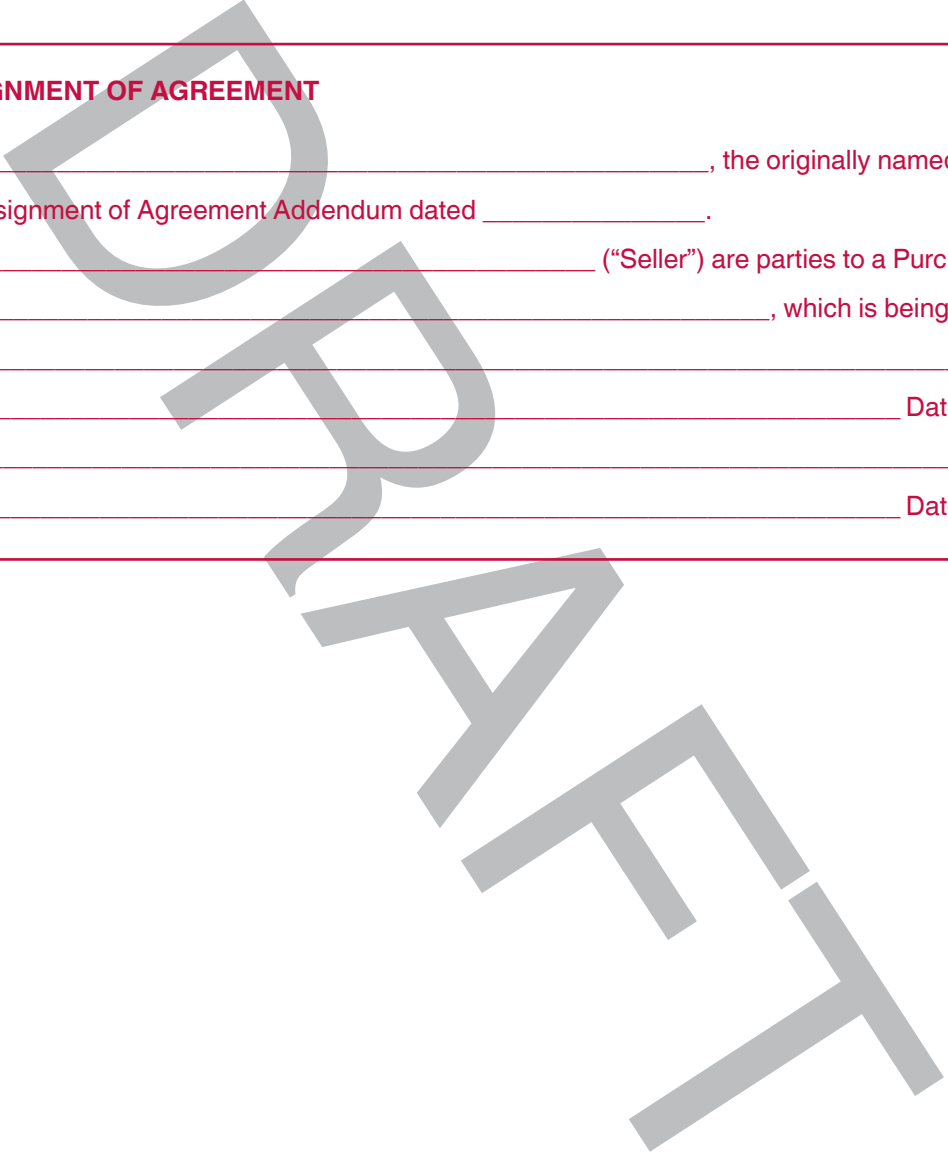
Other: _____, which is being assigned to Buyer.

Assignor _____

By _____ Date _____

Seller _____

By _____ Date _____



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525 South Virgil Avenue, Los Angeles, California 90020





Date Prepared: _____

1. EXCLUSIVE RIGHT TO SELL: _____ ("Seller") hereby employs and grants _____ ("Broker") beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period") the exclusive and irrevocable right to sell or exchange the real property described as _____

_____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No. _____ ("Property").

- This Property is a manufactured (mobile) home. See addendum for additional terms.
□ This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

2. LISTING PRICE AND TERMS:

A. The listing price shall be: _____ Dollars (\$ _____).

B. Listing Terms: _____

3. 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 Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either □ _____ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or □ \$ _____, AND _____, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within _____ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Seller agrees to pay Broker: _____

D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either □ _____ percent of the purchase price, or □ \$ _____.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____

(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.



Property Address: _____ Date: _____

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____
ADDITIONAL ITEMS INCLUDED: _____

Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. (1) **LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Seller:

- Solar power system Alarm system Propane tank Water Softener
 Other _____

(2) **LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

- Solar power system Windows or doors Heating/Ventilation/Air conditioning system
 Other _____

Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). 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 listing information to Internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. When required by **paragraph 7** or by the MLS, Property will be listed with the MLS(s) specified above.

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

A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

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

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

Seller's Initials () ()

Broker's/Agent's Initials () ()

7. **PUBLIC MARKETING OF PROPERTY:**

A. **CLEAR COOPERATION POLICY:** MLS rules require Do NOT require – see 7E) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. (i) Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **Seller Instructs Broker:**

(1) Seller instructs Broker to market the Property to the public, and to begin said marketing on _____ (date).

OR (2) Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or



Property Address: _____

local equivalent form) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.

- D. Whether 7C(1) or 7C(2) is selected,** Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- E. CLEAR COOPERATION POLICY DOES NOT APPLY:** Paragraphs 7A-D (other than the checkbox in 7A) do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
- 8. MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- A. PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
- (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
 Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 9. SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against 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 affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
- 10. BROKER'S AND SELLER'S DUTIES:**
- A.** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 7C as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B.** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
- C.** Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.
- D.** Investigations and Reports: Seller agrees, within **5 (or _____) Days** of the beginning date of this Agreement, to pay for the following pre-sale reports: Structural Pest Control General Property Inspection Homeowners Association Documents Other _____.
- If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
- E.** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.
- 11. DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
- 12. AGENCY RELATIONSHIPS:**
- A. DISCLOSURE:** The Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.
- C. POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties

Property Address: _____

for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the 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 Seller's willingness to accept a price less than the listing price or the Buyer's 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.

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: Seller 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 Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

13. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO: 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 Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.

14. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. 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 for advertising, including post sale and for Broker/Agent's business in the future.

B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

15. KEYSAFE/LOCKBOX: A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Seller does (or if checked does not) authorize Broker to install a key safe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).

16. SIGN: Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.

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

18. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 19A.

19. ADDITIONAL TERMS: REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)

Trust Advisory (C.A.R. Form TA)

Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction

20. 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.



Property Address: _____

21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.

22. DISPUTE RESOLUTION:

A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, 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. Exclusions from this mediation agreement are specified in paragraph 19B.

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.

23. ENTIRE AGREEMENT: 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. If 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 photocopy or facsimile, may be executed in counterparts.

24. OWNERSHIP, TITLE AND AUTHORITY: Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____

REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD 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. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

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

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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

Real Estate Broker (Firm) _____ DRE Lic.# _____
Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____
By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

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

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SELLER INSTRUCTION TO EXCLUDE LISTING FROM THE MULTIPLE LISTING SERVICE

(C.A.R. Form SELM, Revised 6/20)

This is an addendum ("Addendum") to the Listing Agreement or [] Other _____ ("Agreement") dated _____ on property known as _____ ("Property"), in which _____ is referred to as Seller and _____ is referred to as Broker.

1. MULTIPLE LISTING SERVICE: Broker is a participant/subscriber to the _____ Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate licensees who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.

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

A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

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

3. MANDATORY SUBMISSION TO MLS/CLEAR COOPERATION POLICY:

A. The MLS requires ([] Does NOT require - see paragraph D below) brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property with one-to-four units or vacant lots to the MLS within 1 business day of any public marketing of the Property.

B. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. Excluding the Property from the MLS means that Seller is authorizing limited exposure of the Property and (i) no public marketing will occur and (ii) the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.

D. [] MLS HAS NOT ADOPTED THE NATIONAL ASSOCIATION OF REALTORS® CLEAR COOPERATION POLICY: Broker's MLS rules govern the submission of listings differently than those set forth in paragraphs 3A and B. With Seller's written consent, Broker may keep the Property out of the MLS. Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows. DO NOT submit Listing to the MLS (Check one):

- (1) [] For a period of _____ calendar days from the commencement of the listing
(2) [] Until _____ (date).
(3) [] During the entire listing period provided for in the Agreement.

4. SELLER INSTRUCTION TO BROKER TO EXCLUDE PROPERTY FROM THE MLS: (This paragraph 4 applies, unless 3D is checked.)

A. Do NOT market the Property immediately. Begin marketing to the public on _____ (date).

B. [] Do NOT to market the Property to the public during the entire listing period.

OR C. Whether A or B is selected, Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS for cooperation with other brokers within 1 business day.

Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller _____ Date _____

Seller _____ Date _____

Real Estate Broker (Firm) _____ Lic. # _____

By (Broker or Office Manager) _____ Lic. # _____ Date _____

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SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM

(C.A.R. Form SWPI, Revised 6/20)

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, or [] other _____, dated _____ ("Agreement"), on property known as: _____ ("Property"), in which _____ is referred to as Buyer and _____ is referred to as Seller.

1. SEPTIC INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about septic systems can be found at https://www3.epa.gov/npdes/pubs/homeowner_guide_long.pdf)

A. INSPECTION AND REPORT

[] Buyer [] Seller shall pay for septic system to be inspected and a report prepared by a qualified septic professional.

B. LOCATION AND ACCESSING

[] Buyer [] Seller shall pay for locating, accessing and identifying septic system or [] tank only.

C. PUMPING

[] Buyer [] Seller shall pay for septic tank pump and dump fees.

D. CERTIFICATION

[] Buyer [] Seller shall pay for certification by a qualified septic professional or [] by the City/County of _____.

NOTE: Not all cities or counties require certification. Those cities and counties that do require certification, may not have the same requirements as others; Some may require only a filing of required forms or reports, or require nothing at all.

If, in order to obtain the certification, additional costs are needed to repair the septic tank or system or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or [] the loan contingency or [] other _____, then either party may cancel the Agreement.

E. EXCAVATION

[] Buyer [] Seller shall pay for excavation of _____.

F. (If checked []) ALTERNATIVE SEPTIC SYSTEMS: The Property has an alternative septic system (Alternative System). Seller shall provide to Buyer, if available to Seller, the following information: (i) the name of the servicer of the Alternative System, (ii) how often service of the Alternative System is required, and (iii) the annual cost of servicing the Alternative System.

G. OTHER

[] Buyer [] Seller shall pay for _____.

2. WELL INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about Well Standards, Well Completion Reports and Well Basics can be found at http://water.ca.gov/groundwater/wells/.)

A. GOVERNMENT REPORT

[] Seller shall provide to Buyer, if in Seller's possession, the State of California Well Completion Report issued by _____ (local government agency). Whether or not Seller provides such a report to Buyer, Seller authorizes the local government agency to release any available report to Buyer.

B. WATER PRODUCTIVITY

[] Buyer [] Seller shall pay for water productivity (Gallons Per Minute) testing provided by _____.

C. BACTERIAL TESTING

[] Buyer [] Seller shall pay for testing of bacterial contaminant's including fecal material and e-coli from a chlorine free water sample(s). Testing shall be provided by _____.

D. CHEMICAL/RADIOLOGICAL TESTING

[] Buyer [] Seller shall pay for testing of organic, and inorganic chemical and radiological contaminants ([] specifically including, but not limited to, _____).

Testing shall be provided by _____.

E. OTHER

[] Buyer [] Seller shall pay for _____.

Buyer's Initials (____)(____)

Seller's Initials (____)(____)



Property Address: _____ Date: _____

If additional costs are needed to repair the well or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or the loan contingency or other _____, then either party may cancel the Agreement.

3. PROPERTY MONUMENT, CORNERS AND BOUNDARIES (CHECK ALL THAT APPLY):

Buyer and Seller acknowledge that only a licensed surveyor can legally mark property **monuments, corners and boundaries.**

A. Buyer Seller shall pay for the services of a licensed land surveyor to locate and identify Property monuments, Property corners, Property boundaries, _____.

B. **OTHER:** Buyer Seller shall pay for _____.

4. PROPANE (CHECK ALL THAT APPLY):

A. (1) Propane tank is Leased or Owned

(2) Seller shall, within the time specified in the Agreement, disclose to Buyer the contact information for the propane service provider.

B. (1) The amount of propane gas in the tank shall be measured prior to Buyer's final verification of condition.

(2) Buyer shall reimburse Seller for the cost of the propane gas remaining in the tank.

C. **OTHER:** Buyer Seller shall pay for _____.

By signing below, the undersigned acknowledge that each has read, understands, received a copy and agrees to the terms of this Septic, Well Inspection, Property Monument, and **Propane Tank Allocation of Cost Addendum.**

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is/is not occupying the property.

A. The subject property has the items checked below:*

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s), Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa: Locking Safety Cover, Pool: Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
Gas Starter _____ Roof(s): Type: _____ Age: _____ (approx.)
Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

Buyer's Initials (____)(____)

Seller's Initials (____)(____)



Property Address: _____ Date: _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
- Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
2. 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
3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits Yes No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes Yes No
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
8. Flooding, drainage or grading problems Yes No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
11. Neighborhood noise problems or other nuisances Yes No
12. CC&R's or other deed restrictions or obligations Yes No
13. Homeowners' Association which has any authority over the subject property Yes No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
15. Any notices of abatement or citations against the property Yes No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials (____)(____)

Seller's Initials (____)(____)

TDS REVISED 6/20 (PAGE 2 OF 3)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____

Seller _____ Date _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

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

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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