



FAIR APPRAISAL ACT ADDENDUM
(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Other _____ (“Agreement”), dated _____, on property known as _____ (“Property”), in which _____ is referred to as (“Seller”) and _____ is referred to as (“Buyer”).

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver’s license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/ AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020





CALIFORNIA ASSOCIATION OF REALTORS®

DESIGNATED ELECTRONIC DELIVERY ADDRESS AMENDMENT (May be used to establish or change a designated electronic delivery address) (C.A.R. Form DEDA, 2/22)

The following terms and conditions, as applicable, are hereby incorporated in and made part of, and amend, the Purchase Agreement, OR [] Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer") and _____ ("Seller").

The addresses below are intended to replace all designated electronic delivery addresses, if any, specified in the Agreement.

- 1. The Designated Electronic Delivery Address for [] Buyer's Authorized Agent [] Seller's Authorized Agent shall be (to be completed by the Authorized Agent identified):
A. Email _____ Text # _____
Alternate: _____
B. [] if checked, Delivery shall be made to the alternate designated electronic delivery address only.
2. The Designated Electronic Delivery Address for [] Buyer's Authorized Agent [] Seller's Authorized Agent shall be (to be completed by the Authorized Agent identified):
A. Email _____ Text # _____
Alternate: _____
B. [] if checked, Delivery shall be made to the alternate designated electronic delivery address only.

By signing below, Buyer and Seller and their Authorized Agents acknowledge that each has read, understands, and has received a copy of this Designated Electronic Delivery Address Amendment.

Buyer: _____ Date _____
Buyer: _____ Date _____
Seller: _____ Date _____
Seller: _____ Date _____
Buyer's Brokerage Firm: _____ Date _____
By _____
Seller's Brokerage Firm: _____ Date _____
By _____

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COMMERCIAL SELLER PROPERTY QUESTIONNAIRE (ALSO FOR RESIDENTIAL PROPERTIES WITH 5 OR MORE UNITS) (C.A.R. Form CSPQ, 6/22)

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

A Real Estate Transaction Disclosure Statement (C.A.R. Form TDS) is NOT required for this transaction. However, all sellers of California real property are required to provide various disclosures, either by contract, or by statute or case law.

- 1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any.
2. Note to Seller, PURPOSE: To provide the Buyer information about known material facts affecting the value or desirability of the Property...
3. Note to Buyer, PURPOSE: To give you more information about known material facts affecting the value or desirability of the Property...
4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."
5. DOCUMENTS PERTAINING TO THE CONDITION, OPERATION OR REPAIR OF THE PROPERTY OR ANY IMPROVEMENT ON IT IN THE PAST, NOW OR PROPOSED: ARE YOU (SELLER) AWARE OF... A. SURVEYS, PLANS, SPECIFICATIONS, AND ENGINEERING documents... B. PERMITS: Any permits and approvals... C. STRUCTURAL MODIFICATIONS: Structural additions or alterations... D. Any other reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents...

Note: If yes to paragraph 5A, B, C or D, provide any such documents in your possession to Buyer.

Explanation:

- 6. STATUTORILY REQUIRED: ARE YOU (SELLER) AWARE OF... A. Whether the Property was built prior to January 1, 1994... B. Whether the Property has any standard water heater with a capacity of not more than 120 gallons... C. Within the last 3 years, the death of an occupant of the Property upon the Property... D. An Order from a government health official identifying the Property as being contaminated by methamphetamine..



- E. If improvements to the property were constructed prior to 1975 and include structures with either (1) pre-cast (tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (2) unreinforced masonry walls Yes No
If yes, Civil Code 2079.9 and Business and Professions Code 10147 and Government Code 8875.6, 8875.9, 8893.2 and 8893.3 require seller to deliver to buyer a copy of the Commercial Property Owners Guide to Earthquake Safety published by the California Seismic Safety Commission.

Explanation, or (if checked) see attached: _____

7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, requirements, improvements, remodeling or material repairs on the Property Yes No
 If yes to A, were any of the above made...
 (1) Without necessary permits Yes No
 (2) Without building code compliance Yes No
 (3) For purposes of energy or water efficiency or renewable energy Yes No
 B. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
 C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No

Explanation: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU(SELLER) AWARE OF...

- A. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of poly butylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
 B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
 C. An alternative septic system on or serving the Property Yes No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...

- Financial relief or assistance, insurance claims, or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No

If yes, Buyer is informed that federal law, 42 USC 5154a requires buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, buyer may be required to reimburse the federal government for the disaster relief provided.

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

11. HAZARDOUS AND OTHER SUBSTANCES OR PROBLEMS ABOVE OR BELOW GROUND: ARE YOU (SELLER) AWARE OF...

- A. 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
 B. Fill (compacted or otherwise) on the Property or any portion thereof Yes No
 C. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
 D. Flooding, drainage, or grading problems Yes No
 E. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No

Explanation: _____



12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes Yes No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... Yes No
- C. Use of any neighboring property by you Yes No

Explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
- B. Operational sprinklers on the Property Yes No
 - (1) If yes, are they automatic or manually operated.
 - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
- C. A pool heater on the Property Yes No
 - If yes, is it operational? Yes No
- D. A spa heater on the Property Yes No
 - If yes, is it operational? Yes No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related décor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No

Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
- B. Any Owners' Association (OA) which has any authority over the subject property Yes No
- C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
- D. CC&R's or other deed restrictions or obligations Yes No
- E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by an OA or OA Committee affecting the Property Yes No
- F. CC&R's or other deed restrictions or obligations or any OA Committee that has authority over improvements made on or to the Property Yes No
 - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or OA Committee requirement Yes No
 - (2) If Yes to F, any improvements made on or to the Property without the required approval of an OA Committee Yes No

Explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Any other person or entity on title other than Seller(s) signing this form Yes No
- B. Leases, options or claims affecting or relating to title or use of the Property Yes No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property. Yes No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups or any other person or entity Yes No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No
- I. Any other matters affecting title of the Property Yes No

Explanation: _____



16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

18. 5 OR MORE RESIDENTIAL UNITS (IF APPLICABLE):

ARE YOU (SELLER) AWARE OF...

- A. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) Yes No
(1) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if, No, leave (2) blank) Yes No
(2) If yes to (1), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
B. Whether the Property contains any single-family or two-unit structures Yes No
If yes, Seller certifies that such structures as of the close of escrow, will be in compliance with § 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.

Explanation:

19. TENANCY RELATED:

ARE YOU (SELLER) AWARE OF...

- Any rental/service agreements, income and expense statements, tenant estoppel certificates Yes No

Explanation:

20. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to §§ 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to §§ 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
B. Whether the Property has received an energy efficiency rating or certification from the Green Building Council's Leadership in energy and Environmental Design (LEEDS) Yes No



C. Any past or present known material facts affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation: _____

21. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "Yes" above. Refer to line and question number in explanation.

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

Seller _____ Date _____


Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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

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

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

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

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

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

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

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

Note: If yes, provide any such documents in your possession to Buyer.

Explanation: _____

6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...

- A. Within the last 3 years, the death of an occupant of the Property upon the Property [] Yes [] No (Note to seller: The manner of death may be a material fact to the buyer, and should be disclosed, except for a death by HIV/ Aids.)
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) [] Yes [] No
C. The release of an illegal controlled substance on or beneath the Property [] Yes [] No
D. Whether the Property is located in or adjacent to an "industrial use" zone [] Yes [] No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
E. Whether the Property is affected by a nuisance created by an "industrial use" zone [] Yes [] No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) [] Yes [] No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision [] Yes [] No
H. Insurance claims affecting the Property within the past 5 years [] Yes [] No



Property Address: _____

I. Matters affecting title of the Property Yes No

J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No

K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No

Explanation, or (if checked) see attached; _____

7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No

B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No

C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No

D. Any part of the Property being painted within the past 12 months Yes No

E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank) Yes No

(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) Yes No

(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No

B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No

C. An alternative septic system on or serving the Property Yes No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

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

B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. Yes No

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

Explanation: _____

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

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

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

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

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No

If so, when and by whom

Explanation: _____

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

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



Property Address: _____

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

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
 - B. Operational sprinklers on the Property Yes No
 - (1) If yes, are they automatic or manually operated.
 - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
 - C. A pool heater on the Property Yes No
 - If yes, is it operational? Yes No
 - D. A spa heater on the Property Yes No
 - If yes, is it operational? Yes No
 - E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No
- Explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision .. Yes No
 - B. Any Homeowners' Association (HOA) which has any authority over the subject property Yes No
 - C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) Yes No
 - D. CC&R's or other deed restrictions or obligations Yes No
 - E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property Yes No
 - F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property Yes No
 - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement Yes No
 - (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee Yes No
- Explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Any other person or entity on title other than Seller(s) signing this form Yes No
 - B. Leases, options or claims affecting or relating to title or use of the Property Yes No
 - C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
 - D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
 - E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not Yes No
 - F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity Yes No
 - G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property Yes No
 - H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill Yes No
- Explanation: _____

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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



Property Address: _____
 B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property _____ Yes No
 Explanation: _____

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

18. OTHER: ARE YOU (SELLER) AWARE OF...
 A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ... Yes No
 B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth _____ Yes No
 C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer _____ Yes No
 Explanation: _____

19. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

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

Seller _____ Date _____
 Seller _____ Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

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FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (C.A.R. Form FHDS, Revised 6/22)

This is a disclosure and addendum to the Purchase Agreement, OR [] Other [] ("Agreement"), dated [], on property known as [] ("Property"), in which [] is referred to as Buyer, and [] is referred to as Seller.

1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs.

- A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B.
B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED.
C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at https://www.fire.ca.gov/dspace/.

2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met):

- A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG".
B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers...
(1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant. [] Yes [] No
(2) Roof coverings made of untreated wood shingles or shakes. [] Yes [] No
(3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. [] Yes [] No
(4) Single pane or non-tempered glass windows. [] Yes [] No
(5) Loose or missing bird stopping or roof flashing. [] Yes [] No
(6) Rain gutters without metal or noncombustible gutter covers. [] Yes [] No

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:

- (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph).
A. LOCAL COMPLIANCE REQUIREMENTS: The Property [] IS, [] IS NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)
B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:
(1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.
OR (2) [] Property IS in compliance with State or local defensible space law, whichever is applicable. If State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or []) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.
OR (3) [] Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or []) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.
C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:
(1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*



- OR (2) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (3) **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
- OR (4) **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer’s final verification of condition.
- OR (5) **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months;
- OR (6) **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer’s final verification of condition.

D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance (“Authorized Defensible Space Inspector”).

4. **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or Seller does not have a copy of the report and buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller’s awareness on the date of Seller’s signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller _____ Date _____ Seller _____ Date _____

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Buyer _____ Date _____ Buyer _____ Date _____

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DEFENSIBLE SPACE DECISION TREE
COMPLETION INSTRUCTION FOR PARAGRAPH 3 OF C.A.R. FORM FHDS, 6/22
(C.A.R. Form DSDT, 6/22)

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	<ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, check the "IS" box in 3A and then go to step 2. • <input type="checkbox"/> If No, check the "is NOT" box in 3A and then go to step 4. • If seller does not know, see the next column and find out. 	<p>How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.</p> <ul style="list-style-type: none"> • Contact your local fire marshal; • Contact CalFire @ https://www.fire.ca.gov/dspace/ • Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	<ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3. • <input type="checkbox"/> If No, paragraph 3B(1) applies and go to step 3. 	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	<ul style="list-style-type: none"> • <input type="checkbox"/> If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM. • If Yes, go to step 3.1. 	<p>If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>



	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance?	<ul style="list-style-type: none"> • <input type="checkbox"/> If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. • <input type="checkbox"/> If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>
Step 4	(No local law applies) Does seller have a report prepared by an Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	<ul style="list-style-type: none"> • <input type="checkbox"/> If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1. 	<p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance?	<ul style="list-style-type: none"> • <input type="checkbox"/> If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. • <input type="checkbox"/> If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM. 	<p>If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p> <p>If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]</p>

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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DSDT 6/22 (PAGE 2 OF 2)





TENANT OCCUPIED PROPERTY ADDENDUM
 (For use when selling tenant occupied 1-4 unit properties)
 (C.A.R. Form TOPA, 12/21)

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

For the purpose of this Tenant Occupied Property Addendum, Tenant shall mean any adult person, other than Seller, who is occupying the Property, whether or not paying rent.

1. **A. TENANT(S) TO REMAIN IN POSSESSION:** Buyer shall take Property subject to the rights of existing tenants, and under the terms and conditions specified in **paragraph 2.**

OR B. PROPERTY TO BE DELIVERED VACANT:

(1) **The Property (or Unit(s))** _____ **shall be delivered vacant, without existing Tenant(s).**

(2) **If Seller, after exercise of good faith attempts and subject to applicable Law, is unable to remove existing Tenant(s) by Close Of Escrow (or 5 Days prior to COE): (i) Buyer may cancel this Agreement and Buyer's sole remedy shall be return of deposit(s) and Buyer's reasonable out-of-pocket expenses for inspection reports and appraisal fees under the Agreement, or (ii) Buyer may elect to proceed with the transaction with the tenant(s) in possession and waives any claim for other damages or compensation arising out of the tenant(s) remaining in possession.**

(3) **If Seller is remaining after Close of Escrow, Tenants shall be removed by the time specified above, except:** _____.

2. **TENANT REMAINING IN POSSESSION ADDITIONAL TERMS:**

A. Tenant Deposits and Unearned Rent: Seller shall transfer to Buyer, through escrow, (i) all unused tenant deposits, if any, and (ii) all prepaid but unearned rents, if any, prorated as of **Close Of Escrow.** Seller shall disclose to Buyer any tenant delinquencies. Seller shall credit Buyer for any delinquent rent, prorated as of **Close Of Escrow.**

B. Government Compliance: No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, the maximum number of persons who can lawfully occupy the Property, or the ability of Buyer to remove any tenant from possession. Buyer is advised to carefully read and consider the attached Rent Cap and Just Cause Addendum (C.A.R. Form RCJC) which may impact Buyer's and Tenant's rights and obligations under the Law. **This RCJC form is being attached for informational purposes only. It is not required to be filled out by Buyer and Seller. Buyer is advised to review the form and verify that its terms are incorporated into any leases Buyer is assuming. The law described in the RCJC may apply even if the property is intended to be delivered vacant, if the occupant does not vacate at Close Of Escrow. The application of the Tenant Protection Act to Buyer and Seller may be different depending on how each holds title to the Property. Buyer is advised that local ordinances may also affect Buyer's and Tenant's rights and obligations.**

C. Proposed Changes:

(1) Seller shall give Buyer written notice of (i) any changes to existing leases or tenancies; (ii) new agreements to lease or rent; or (iii) changes to the status of the condition of the Property ("Proposed Changes") at least **7 (or _____) Days** prior to any Proposed Changes.

(2) Buyer shall, within **5 (or _____) Days** after receipt of notice of Proposed Changes, give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

D. Personal Property Included in Sale:

(1) A complete list of all personal Property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer with the time specified in **paragraph 14.**

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

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

E. Seller Documentation and Additional Disclosure: Within the time specified in the Agreement for Seller Delivery of Documents, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

(1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

(2) **INCOME AND EXPENSE STATEMENTS:** (if checked) The books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance.

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

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- (3) **TENANT ESTOPPEL CERTIFICATES:** (if checked) Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- (4) **SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- (5) **PERMITS:** If in Seller's possession, Seller shall Deliver to Buyer copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- (6) **STRUCTURAL MODIFICATIONS:** Seller shall disclose to Buyer in writing any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- F. SELLER REPRESENTATIONS:** Unless otherwise disclosed, under paragraph 11 of the Agreement or under any disclosure Delivered to Buyer:
- (1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Tenant Occupied Property Addendum.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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Date Prepared: _____

In accordance with the terms and conditions of the Purchase Agreement, OR Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

Buyer and Seller are referred to as the "Parties."

1. BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)

A. Buyer requests that Seller, prior to final verification of condition, repair or take the other specified action for each item listed below or on the attached list dated _____:

B. (i) SECTION 1: Buyer requests Seller pay to have Section 1 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(ii) SECTION 2: Buyer requests Seller pay to have Section 2 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(iii) If Buyer requests either Section 1 or Section 2 work above, Seller shall, no later than 5 (or _____) Days Prior to Close of Escrow, Deliver to Buyer a written pest control certification showing the corrective work has been completed.

C. Buyer requests that Seller credit Buyer \$ _____ at Close of Escrow. (Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit in the Agreement unless Otherwise Agreed. Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit amount may not be enough to remedy all defects or repairs.)

D. Buyer requests that Seller modify the purchase price. The revised purchase price shall be \$ _____

2. Attached Reports: A copy of the following inspection or other report is attached.

_____ _____
 _____ _____

3. FHA or VA: Buyer's FHA or VA lender requires specified actions in the appraisal or other lender documentation (if checked, attached).

A. Buyer's FHA or VA lender requires the following items to be repaired. Buyer requests that Seller repair the following items, and Seller (or Buyer) shall pay for any such repair: _____

B. Buyer requests that Seller pay for the following costs or expenses required by the FHA or VA lender: _____

4. If Seller agrees to all of Buyer's Requests, or some of Buyer's requests and Buyer accepts Seller's partial agreement below:

A. (1) Buyer removes the Investigation of Property Contingency (paragraph 3L(3) and 8C), except the following: _____

OR (2) Buyer removes those contingencies identified on the attached, Signed, Contingency Removal Form (C.A.R. Form CR)

B. Buyer Releases Seller from any loss, liability, expense, claim or cause of action regarding the disclosed condition of the Property ("Release").

5. EXPIRATION: Buyer proposes this Request for Repairs (RR) which shall be deemed revoked:

A. Unless by 5:00 PM on the third Day after it is signed by Buyer (or by _____ AM/ PM on _____ date) the proposed RR is signed by Seller and a Copy of this RR is Delivered to Buyer.

B. If Buyer withdraws this Request for Repair any time prior to Seller's acceptance by communicating withdrawal to Seller or Seller's Agent.



6. EFFECT OF BUYER REQUEST: BUYER MAKES THIS RR ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS RR, ANY PREVIOUS RR OR SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR (C.A.R. Form RRRR) CAN NO LONGER BE ACCEPTED.

Buyer _____ Date _____
Buyer _____ Date _____

SELLER RESPONSE: (check one)

Note to Seller: FHA/VA. If the Parties do not reach agreement on completing the repairs and other actions specified in paragraph 3A of the Buyer FHA or VA section of Buyer Requests, Buyer's FHA or VA lender will not loan Buyer the funds needed to purchase the Property. If that happens, and there is a finance contingency that has not been removed, Buyer may cancel this Agreement (C.A.R. Form CC).

1. Seller Agreement:

A. **All.** Seller agrees to all of Buyer's Requests.

OR B. **Partial.** Seller agrees to all of Buyer's Requests **except:** _____

C. **Additional Conditions:** Seller's agreement only applies if Buyer removes those contingencies identified on the attached Contingency Removal Form (C.A.R. Form CR) by Signing and Delivering it within the time specified in **paragraph 1D** below.

D. Expiration of Seller's partial/conditional agreement:

If **paragraph 1B** or **1C** is checked, Seller's agreement to the RR may be withdrawn by Seller any time prior to Buyer's agreement in writing and shall be deemed revoked unless by 5:00PM on the third Day after it is signed by Seller (or by AM/ PM on _____ date) AND it is re-signed by Buyer below and a copy of this RR is delivered to Seller.

OR 2. Seller responds to Buyer's request on the attached form (C.A.R. Form RRRR).

OR 3. Buyer's requests are not incorporated into the Agreement. Seller responds to Buyer's requests on the attached Amendment to Existing Agreement (C.A.R. Form AEA). **No Seller signature is required on this RR.**

OR 4. Seller does NOT agree to any of Buyer's requests.

SELLER RESPONSE: SELLER RESPONDS TO BUYER'S RR ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS SELLER RESPONSE, ANY PREVIOUS RR OR SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR (C.A.R. Form RRRR) CAN NO LONGER BE ACCEPTED.

Seller: _____ Date _____ Seller: _____ Date _____

BUYER RESPONSE TO SELLER PARTIAL/CONDITIONAL AGREEMENT: (DO NOT sign until after Seller responds above.)

Buyer accepts Seller's partial/conditional agreement

OR Buyer does NOT accept Seller's partial agreement. Buyer withdraws Request for Repair No. _____ and makes a new request in the attached Request for Repair No. _____.

BUYER RESPONSE: BUYER RESPONDS TO SELLER'S PARTIAL AGREEMENT ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS BUYER RESPONSE, ANY PREVIOUS BUYER RESPONSE, SELLER REPLY, OR SELLER PARTIAL AGREEMENT CAN NO LONGER BE ACCEPTED.

Note to Buyer: FHA/VA. If the Parties do not reach agreement on completing the repairs and other actions specified in paragraph 3A in the FHA or VA section of Buyer Requests, and you have already removed or do remove your financing contingency, even though you may no longer be eligible for the FHA or VA loan specified in the Agreement and may not be able to get another loan to purchase the property, you could be in breach of the Agreement if you are otherwise unable to pay Seller the purchase price.

Buyer: _____ Date _____ Buyer: _____ Date _____

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SELLER LICENSE TO REMAIN IN POSSESSION ADDENDUM
(Intended for Possession of 29 days or less)
(C.A.R. Form SIP, Revised 6/22)

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

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

1. **TERM:** Seller is granted a license to remain in possession of Property for _____ calendar days after Close Of Escrow (or to _____ (date)) until 6 PM (or AM/ PM). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if Seller does remain.
2. **CONSIDERATION:**
 - A. In consideration for Seller agreeing to sell to Buyer and Buyer agreeing to allow Seller to remain in possession After Close Of Escrow, Seller agrees to pay Buyer a non-refundable License Fee for the term specified in paragraph 1 of \$_____ per day (or _____). Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds. At Close Of Escrow, all consideration will be released to Buyer (or held in escrow). If Seller vacates the Property prior to the end of the term in paragraph 1, no portion of the consideration will be returned to Seller unless otherwise agreed in writing.
 - B. **LATE CHARGE/NSF CHECKS:** If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within 5 (or _____) days after date due, Seller shall pay to Buyer an additional sum of \$_____ as a Late Charge. If a check is returned for non-sufficient funds ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.
3. **SELLER'S OBLIGATIONS FOR CONDITION OF PROPERTY:**
 - A. **MAINTENANCE:** Seller shall maintain the Property, including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement or as modified by the Agreement. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.
 - B. **DELIVERY OF POSSESSION:** Seller shall deliver the Property in the condition and on the terms provided in the Agreement.
 - C. **DELIVERY OF POSSESSION FEE:** In addition to the license fee specified in paragraph 2, Seller agrees to deposit with escrow holder, or such funds shall be withheld from Seller's proceeds, a Delivery of Possession fee in the amount of \$_____. At Close Of Escrow, this fee will be released to Buyer (or held in escrow). Within 5 Days after delivery of possession to Buyer, Buyer shall return the Delivery of Possession fee to Seller if the Property is delivered to Buyer (i) in the condition specified in paragraphs 3A and B and (ii) on the date specified in paragraph 1.
4. **UTILITIES:** Seller agrees to pay for all utilities and any related utility services, and the following charges: _____ except _____ which shall be paid for by Buyer.
5. **ENTRY:** Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice. **Buyer may not move personal property into Property without prior written consent from Seller.**
6. **KEYS AND OTHER ITEMS INCLUDED:**
 - A. Seller shall provide keys and other items necessary to access the Property as required in the Agreement, at Close Of Escrow or (if checked) at the end of the Term of this Seller License to Remain in Possession.
 - B. Other items included in the Agreement shall be provided at the end of the Term of this Seller License to Remain in Possession.
7. **ASSIGNMENT; SUBLETTING:** Seller shall not assign or sublet all or any part of the Property, or assign or transfer this license to remain in possession of the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's license to remain in possession.
8. **INSURANCE:** Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, not by the owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is advised to carry Seller's own insurance to protect Seller from such loss and to contact its own insurance carrier to discuss available options.
9. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.



10. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

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

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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SIP REVISED 6/22 (PAGE 2 OF 2)





Date _____

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

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.
C. Any previous unaccepted Seller Counter Offer is hereby withdrawn and revoked.
D. OTHER TERMS:

Blank lines for entering other terms.

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

- 2. BINDING EFFECT: Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer.
3. EXPIRATION OF SELLER MULTIPLE COUNTER OFFER: This Multiple Counter Offer shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 5 (if more than one Seller, then the last date) (or by _____ AM/PM on _____ (date)), (i) this Seller Multiple Counter Offer is Signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Agent.
4. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

Signature lines with Date labels.

- 6. ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER: Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Signs in paragraph 5 (if more than one Seller, then the last date) (or by _____ AM/PM on _____ (date)) (i) it is Signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or Buyer's Agent who is authorized to receive it.



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

Date _____

Date _____

8. **SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: NOTE TO SELLER: Do NOT Sign in this box until after Buyer Signs in paragraph 7. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.**
A. Seller accepts this Seller Multiple Counter Offer.

Date _____

Date _____

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

Date _____

Date _____

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

Date _____

Date _____

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

1. TYPE OF PROBATE:

- A. The Property is part of a probate decedent's estate OR [] conservatorship, [] guardianship, [] receivership.
B. If property is being sold as part of a decedent's estate, paragraph 3A applies unless 3B is checked.
C. If the property is being sold through a conservatorship, guardianship, or receivership, then court confirmation is required, and the sale shall proceed under paragraph 3B.
D. If the type of probate is incorrectly identified in paragraph 1A, Seller shall inform Buyer of the correct type of probate sale no later than the time for Seller Disclosures in the Agreement.

2. The Probate Advisory (C.A.R. form PA) is hereby incorporated.
3. COURT CONFIRMATION (Check the option below that applies):

A. Court Confirmation Undetermined at time of offer:

- (1) Seller shall Deliver written notice to Buyer, at time of [] Acceptance or [] within the time for Seller Delivery of Documents in the Time Period paragraph in the Agreement if court confirmation is or is not required
(2) If court confirmation is not initially required, notice of the terms of sale to beneficiaries/heirs is still necessary. If any beneficiary/heir objects, then court confirmation shall be required. Seller shall promptly Deliver written notice to Buyer once Seller has notice of any objection by a beneficiary/heir.
(3) If Seller notifies Buyer that court confirmation is initially determined to be required, or court confirmation becomes required as a result of an objection to terms of sale by a beneficiary/heir, then Buyer, within 3 Days after Delivery of Seller's notice, may cancel the Agreement and shall be entitled to return of any deposit paid.
(4) If court confirmation is or becomes required, and Buyer has not cancelled pursuant to paragraph 3A(3), then the sale shall proceed under paragraph 3B.

B. [] Court Confirmation Required: The sale is contingent upon court confirmation, which is a court hearing that allows for open, competitive bidding for the Property. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See paragraph 4 for terms of court confirmation of the sale.

4. WHEN COURT CONFIRMATION IS REQUIRED: Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 (or []) Days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE. If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or []) Days from receipt of such Order by Escrow Holder or Buyer.

A. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

B. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or []) Days prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- [] Loan Contingency
[] Appraisal Contingency
[] Lead-Based Paint Hazard Disclosures
[] Natural and Environmental Disclosures
[] Condominium/Planned Unit Development Disclosures
[] Buyer's Investigation of Property
[] Review of Preliminary (Title) Report



5. The paragraphs for Liquidated Damages, Mediation, and Arbitration are deleted from the Agreement due to the probate court having jurisdiction over the resolution of disputes and the damages awarded.

6. **OTHER TERMS:** _____

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


Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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**CANCELLATION OF CONTRACT,
DISPOSITION OF DEPOSIT
AND CANCELLATION OF ESCROW**
(C.A.R. Form CC, Revised 12/21)

In accordance with the terms and conditions of the Purchase Agreement, OR Other _____
 _____ (“Agreement”), dated _____, including all amendments
 and related documents, on property known as _____ (“Property”),
 between _____ (“Buyer”)
 and _____ (“Seller”).
 Buyer and Seller are referred to as the “Parties.”

Both paragraphs 1 and 2 below constitute escrow instructions to Escrow Holder.

1. CANCELLATION OF CONTRACT:

A. One-party cancellation: This paragraph is used to cancel the Agreement by Buyer or Seller. Its terms apply whether or not both Parties agree to disposition of the deposit and cancellation of escrow in paragraph 2 below.

The Buyer or Seller Signing below cancel(s) the Agreement for the following reason:

- (1) As permitted by the good faith exercise of paragraph(s) _____ of the Agreement.
- (2) Buyer has failed to remove the applicable contingency or take the applicable contractual action after being given a Notice to Buyer to Perform (C.A.R. Form NBP).
- (3) Seller has failed to remove the applicable contingency or take the applicable contractual action after being given a Notice to Seller to Perform (C.A.R. Form NSP).
- (4) The other Party has failed to close escrow after being given a Demand to Close Escrow (C.A.R. Form DCE).
- (5) Other _____

B. Proposed mutual cancellation: The Buyer or Seller Signing below proposes a mutual cancellation of the Agreement. The cancellation is only effective if agreement is reached and both Parties Sign in paragraph 2 below.

Buyer’s or Seller’s Signature (party cancelling the contract)	Date
Buyer’s or Seller’s Signature (party cancelling the contract)	Date

2. DISPOSITION OF DEPOSIT and CANCELLATION OF ESCROW

A. PURPOSE OF PARAGRAPH 2: This paragraph is used to instruct Escrow Holder (i) to cancel the escrow for the purchase/sale or other designated transaction for the Property and (ii) what to do with the deposit. Any cancellation of contract pursuant to paragraph 1A, remains in effect even if both Parties to the Agreement do not sign below.

B. RELEASE OF FUNDS NOT AUTOMATIC: Release of funds by Escrow Holder (pursuant to paragraph 2) requires mutually Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

C. FULL RELEASE AND DISPOSITION OF DEPOSIT (Select one of the options in C, or complete D, but not both.): Buyer and Seller cancel escrow # _____ with _____. The parties (i) mutually release each other from any obligation to buy, sell or exchange the Property under the Agreement; (ii) mutually release each other from all other claims, actions and demands that each may have against the other(s) by reason of the Agreement; and (iii) intend that all other rights and obligations arising out of the Agreement are null and void.

- (1) Seller authorizes release of Buyer’s deposit to Buyer, less Buyer’s fees and costs (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow cancellation fees).
- OR (2) Buyer authorizes release of Buyer’s deposit to Seller, less Seller’s fees and costs (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow cancellation fees). (Pursuant to a properly executed liquidated damages clause, Buyer’s authorization of release of deposit to Seller is limited to no more than 3% of the purchase price, if the Property is a dwelling with no more than four units, one of which Buyer intended to occupy. Any additional deposit shall be returned to Buyer.)
- OR (3) Buyer authorizes release of \$ _____ from Buyer’s deposit to Seller. The balance to be returned to Buyer. Each Party to pay for their own unpaid contractual fees and costs (i) already incurred and (ii) agreed in the contract to be paid through escrow (including any escrow cancellation fees). Such fees and costs shall be deducted from the amount specified above.
- OR (4) There is no deposit in escrow. Each Party to pay for their own unpaid contractual fees and costs, if any, (i) already incurred, and (ii) agreed in the contract to be paid through escrow (including any escrow cancellation fees).



D. **PARTIAL RELEASE AND RESERVATION OF RIGHTS:** Buyer and Seller cancel escrow # _____ with _____ . The Parties (i) mutually release each other from any obligation to buy, sell or exchange the Property under the Agreement; (ii) reserve all rights and retain any obligations they have toward each other under the Agreement, except for the obligation, as applicable, to buy, sell, or exchange the Property; and (iii) authorize Escrow Holder or _____ to hold any deposit until receiving subsequent mutual instructions, judicial decision or arbitration award.

E. **SCOPE OF BROKER DUTY:** Agents are not qualified to provide any opinion on who is entitled to the deposited funds or whether a cancellation was made in good faith. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.

Buyer _____ Date _____
 Buyer _____ Date _____
 Seller _____ Date _____
 Seller _____ Date _____

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