

# Newport Beach Association of REALTORS®

## Standard Forms and Legal Update – October 20, 2016

By Neil Kalin, Esq., Assistant General Counsel, C.A.R.

### I. New Laws: 2017

- Water Conserving Plumbing Devices (Effective January 1, 2017) (Single family residential, only)
  - Non-compliant water conserving plumbing devices must be replaced
  - Sellers must disclose the legal requirement (on TDS) (adding to SPQ and ESD)
  - Sellers must disclose if property contains any non-compliant plumbing devices
- Team Name Advertising (SB 710) (Effective August 29, 2016):
  - Only company name required, not license # (or both name and license #)
- Note: NAR Code of Ethics, S-O-P 12-5 requires name of REALTOR®s firm in readily apparent manner

### II. New and Revised Forms (June 2016 release)

- Contingency for Sale of Buyer's Property (COP)
  - Time to begin contingencies, make deposits – COP default to time specified in contract.
- Seller's Purchase of Replacement Property (SPRP)
  - SPRP default to time seller removes contingency to find replacement property
- Wire Fraud Advisory (WFA)
  - Get phone number for escrow officer. Call to confirm wiring instructions.

### III. New and Revised Forms (December 2016 release)

- Representative Capacity Signature Disclosure – Landlord, Tenant (RCSD-LL), (RCSD-T)
- Seller Property Questionnaire (SPQ), Exempt Seller Disclosure (ESD)
  - Add language and question regarding non-compliant water conserving plumbing fixtures
- Buyer Early Occupancy Addendum (BEO)
  - BEO is short form instead of IOA. Short form for storage only considered for 2017 release.
- Agent Commission Sharing Agreement (ACSA)
  - Documents arrangements for partners or “teams”
  - Addresses pre-existing clients, accounting and reconciliation, compensation after termination
- Summary of Offer (SUM-RPA)
  - Chart form identifying certain terms seller most interested in. Generated by buyer's agent but auto-fill only. Place for listing agent to add relevant concerns.
- Summary of Multiple Offers (SUM-MO)
  - Chart with same categories as SUM-RPA for comparing up to 5 offers. For listing agent.
- Seller License to Remain in Possession (SIP)
  - Explicit language regarding license. Landlord-Tenant language previously removed.
  - Refundable Occupancy Retention Fee. Like hold-back to assure condition of property.
- Notice to Pay Rent or Quit / Notice to Perform Covenant or Quit (PRQ / PCQ)
  - Separate lines for who rent is payable to and who rent is delivered to.

### IV. Recent Cases

- Gragg v USA, IRS (August 4, 2016) (U.S. Court of Appeals, Ninth Circuit)
  - Deductions for real estate losses on tax returns
- Boston LLC v Juarez (February 25, 2016) 245 Cal.App.4<sup>th</sup> 75, 199 Cal.Rptr. 3d 452
  - Requirement that tenant carry renter's insurance
  - Failure to obtain insurance on time not a material breach

## December 2016 Forms Release

### Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release the week of December 12<sup>th</sup>, 2016. For further information, please refer to the C.A.R. web page at: <http://www.car.org/legal/standard-forms/summary-forms-releases-chart/dec2016formsrelease/>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form/how the form was revised	OK to use prior revision
*ACS	Agent Commission Sharing Agreement	NEW	This form is used to document the relationship between two licensees who are working together. Covers topics such as scope of agreement, commission splits, preexisting clients and termination. Can be used if both agents are in the same or different brokerage companies	N/A
*BEO	Buyer Early Occupancy Addendum	NEW	Creates contractual language for when a buyer moves into seller's property prior to close of escrow	N/A
*MATE	Mutual Amendment to Escrow Re: Cancellation and Release of Deposit	NEW	Replaces separate Amendment to Escrow Instructions forms for Seller and Buyer	Yes
*RCSD-LL	Representative Capacity Signature Disclosure (For Landlord Representatives)	NEW	Form accommodates signatures when a landlord is an entity	N/A
*RCSD-T	Representative Capacity Signature Disclosure (For Landlord Representative)	NEW	Form accommodates signatures when a tenant is an entity	N/A
*SUM-MO	Summary of Multiple Offers	NEW	This chart form allows a listing agent to easily compare up to 5 multiple offers. It tracks the Summary of Offer form. Blank space at the bottom of the form allows a listing agent to add non pre-printed terms that may be significant to the seller, such as concessions.	N/A

## December 2016 Forms Release

*SUM-RPA	Summary of Offer (RPA)	NEW	This chart form can accompany a signed offer at the request of a listing broker. It summarizes select terms in the offer such as price, close of escrow and amount of deposit. The fields are locked to the buyer's agent and can only be auto-filled via zipForm®.	N/A
ESD	Exempt Seller Disclosure	12/15	Updated to include questions and statutory language concerning water conserving plumbing devices	No
*OA	Option Agreement	11/12	Added language that lease remains in effect even if option is not exercised	Yes
*PCQ	Notice to perform Covenant (Cure) or Quit	12/15	Added language identifying a specific individual to whom the rent payment is supposed to be delivered	No
*PRQ	Notice to Pay Rent or Quit	11/11	Added language identifying a specific individual to whom the rent payment is supposed to be delivered	No
SIP	Seller License to Remain in Possession Addendum	11/12	The revisions to this form specify that the buyer is granting the seller a license to remain in possession rather than a tenancy. Separate compensation or hold back can be specified to cover the days in possession and protect the buyer in case property is not delivered in the condition specified in the purchase agreement.	Yes
*SP	Single Party Compensation Agreement	12/15	Added language that confirms that broker has an agency relationship with buyers named in the agreement	Yes

SPQ	Seller Property Questionnaire	12/15	Updated to include questions and statutory language concerning water conserving plumbing devices	No
VRL	Exclusive Authorization for Vacation Rental	4/02	Added language authorization broker to withhold funds and send to taxing agencies if owner is not a California resident or is a non-resident alien. Added mediation and arbitration clauses	Yes

\* These forms will **only be available either via zipForm®Plus or from the following Associations:** Beverly Hills/Greater Los Angeles AOR, California Desert 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 <http://www.car.org/legal/standard-forms/user-protection-agreement/> for full text of the User Protection Agreement.



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**CONTINGENCY FOR SALE OF  
BUYER'S PROPERTY**  
(And Notice To Remove Contingencies)  
(C.A.R. Form COP, Revised 6/16)

This is an addendum to the ☐ Purchase Agreement, OR ☐ Counter Offer, ☐ Other \_\_\_\_\_

("Agreement"), dated \_\_\_\_\_

on property known as \_\_\_\_\_

("Seller's Property"),

between \_\_\_\_\_

("Buyer")

and \_\_\_\_\_

("Seller").

**SALE OF BUYER'S PROPERTY:**

1. **LENGTH OF CONTINGENCY:** The Agreement is contingent on the close of escrow of Buyer's property, described as \_\_\_\_\_ ("Buyer's Property").

by the earliest of: (i) the scheduled close of escrow of Seller's Property specified in the Agreement; (ii) the date specified in paragraph 3; or (iii) Other ☐ \_\_\_\_\_

2. ☐ **BUYER'S PROPERTY NOT IN ESCROW:** Buyer's Property is not now in escrow and (check boxes as applicable):

A. ☐ is ☐ is not yet listed for sale. If listed, Listing Broker is \_\_\_\_\_ MLS, # \_\_\_\_\_

B. Buyer has 17 (or \_\_\_\_\_) Days to enter into escrow for the sale of Buyer's Property. Buyer shall, within the time specified, provide Seller with Copies of the contract, escrow instructions and all related documents ("Escrow Evidence") showing that Buyer's Property has entered escrow.

3. ☐ **BUYER'S PROPERTY IN ESCROW:** Buyer's Property is in escrow and escrow is scheduled to close on \_\_\_\_\_ (date).

A. Escrow Holder is \_\_\_\_\_ (escrow # \_\_\_\_\_)

B. Buyer shall, within 5 Days After Acceptance, deliver to Seller Escrow Evidence that Buyer's Property is in escrow.

4. **CANCELLATION OF BUYER'S PROPERTY:** If Buyer's Property is in or enters escrow, and either party to that escrow gives notice to the other of intent to cancel, Buyer, within 2 (or \_\_\_\_\_) Days thereafter, shall give Seller written notice of that intent to cancel.

5. **SELLER RIGHT TO CANCEL:** Seller may cancel the Agreement in writing as follows:

A. After first giving Buyer a Notice to Buyer to Perform, if Buyer's Property does not close escrow by the time specified in paragraph 1,

B. After first giving Buyer a Notice to Buyer to Perform, if Buyer fails to provide Escrow Evidence within the time specified in paragraph 2(B) or 3(B), or

C. If Buyer gives notice to Seller of either party's intent to cancel the escrow for Buyer's Property, or

D. If Buyer, after being given a notice to remove contingencies, fails to remove the contingencies specified in 8A.

6. **BUYER RIGHT TO CANCEL:** Buyer may cancel the Agreement in writing if, prior to Buyer's removal of the contingency for sale of Buyer's Property, (i) Buyer's Property does not close escrow by the time specified in paragraph 1, or (ii) the buyer for Buyer's Property gives notice to Buyer of intent to cancel the escrow for Buyer's Property.

7. A. **TIME PERIODS:** Time periods in the Agreement for inspections, contingencies, covenants, and other obligations shall begin as specified in the Agreement, or ☐ on the Day After Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

B. **BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or ☐ within 3 business Days After Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

8. **BACK UP OFFERS AND SELLER RIGHT TO HAVE BUYER REMOVE CONTINGENCIES OR CANCEL:** After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. If Seller accepts a written back-up offer:

A. **Immediate Right to Notify Buyer to Remove Sale of Property Contingency:** Seller shall have the right to immediately give written notice to Buyer to, in writing: (i) remove this contingency, (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within 3 (or \_\_\_\_\_) Days After Delivery of such notice, Seller may then immediately cancel the Agreement in writing.

OR B ☐ (If checked) **Delayed Right to Notify Buyer:** Seller shall not invoke the notice provisions in paragraph 8A: (i) within the first 17 (or \_\_\_\_\_) Days After Acceptance; or (ii) (if checked) ☐ during the term of the Agreement.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

**NOTICE TO REMOVE CONTINGENCIES:** Seller hereby gives notice to Buyer to remove the contingencies and take the actions specified in paragraph 8A. (Note: Not to be delivered until the time specified in 8A or B.)

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

(\_\_\_\_\_) (Initials) **CONFIRMATION OF RECEIPT:** A Copy of this Signed Notice to Buyer to remove contingencies and take actions was personally received by Buyer or authorized agent on \_\_\_\_\_ (date), at \_\_\_\_\_ ☐ AM ☐ PM. Completion of this confirmation is not legally required. It is solely intended to evidence the date that confirmation or receipt has occurred.

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**CONTINGENCY FOR SALE OF BUYER'S PROPERTY (COP PAGE 1 OF 1)**



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# SELLER'S PURCHASE OF REPLACEMENT PROPERTY

(C.A.R. Form SPRP, Revised 6/16)

This is an Addendum to the Purchase Agreement, OR ☐ Counter Offer, ☐ Other \_\_\_\_\_  
\_\_\_\_\_, on property known as \_\_\_\_\_  
\_\_\_\_\_, ("Seller's Property"),  
between \_\_\_\_\_ ("Buyer")  
and \_\_\_\_\_ ("Seller").

## SELLER'S PURCHASE OF REPLACEMENT PROPERTY:

1. A. **FINDING REPLACEMENT PROPERTY:** The Agreement is contingent on Seller entering into a contract to acquire replacement property ("Finding Replacement Property Contingency"). Seller shall, within 17 (or \_\_\_\_\_) Days After Acceptance, remove the Finding Replacement Property Contingency or cancel the Agreement. If Seller does not remove the Finding Replacement Property Contingency in writing within that time, Buyer, after first giving a Notice to Seller to Perform (C.A.R. Form NSP), may cancel the Agreement in writing.

AND If checked

- B. ☐ **CLOSE OF REPLACEMENT PROPERTY:** The Agreement is contingent on Seller closing escrow on replacement property.

2. A. **TIME PERIODS:** Time periods in the Agreement for inspections, contingencies, covenants and other obligations shall begin the Day After Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency specified in paragraph 1A or ☐ as specified in the Agreement.

- B. **BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within 3 business Days After Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency as specified in paragraph 1A or ☐ as specified in the Agreement.

- C. **CLOSE OF ESCROW:** Buyer and Seller agree that Seller may extend the Close Of Escrow date for the sale of Seller's property for a maximum of ☐ additional Days or ☐ until \_\_\_\_\_ (date), by providing Buyer with written notice at the time Seller removes the Finding Replacement Property Contingency specified in paragraph 1A, if applicable.

3. Even after the expiration of the time for the Finding Replacement Property Contingency specified in paragraph 1A, Seller retains the right to remove the Finding Replacement Property Contingency or cancel the Agreement until Buyer cancels pursuant to paragraph 1A. Once Buyer receives Seller's written removal of the Finding Replacement Property Contingency, Buyer may not cancel pursuant to paragraph 1A.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

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## SELLER'S PURCHASE OF REPLACEMENT PROPERTY (SPRP PAGE 1 OF 1)

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Neil Kalin

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## WIRE FRAUD ADVISORY

(C.A.R. Form WFA, 6/16)

Property Address: \_\_\_\_\_ ("Property").

### WIRE FRAUD ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

### **ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:**

1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
2. **DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.**
3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow Holder and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud Advisory.**

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

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WIRE FRAUD ADVISORY (WFA PAGE 1 OF 1)



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## REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR LANDLORD REPRESENTATIVES)

(C.A.R. Form RCSD-LL, 12/16)

**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 the ☐ Lease, or ☐ Lease Listing Agreement, or ☐ Property Management Agreement or ☐ Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, for the property known as \_\_\_\_\_ ("Property"), between \_\_\_\_\_ ("Tenant", ☐ Broker) and \_\_\_\_\_ ("Landlord").

(If a trust, identify Landlord as the trustee(s) of the trust or by simplified trust name (ex. 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 Landlord.)

1. ☐ **A. TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust) \_\_\_\_\_ dated \_\_\_\_\_.

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

☐ **B. ENTITY:** Landlord 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:** Landlord ("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 Power of 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) Landlord is an ☐ estate, ☐ 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 entity described in paragraph 1D(1).

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

**Landlord:**

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

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

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

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

**Acknowledgement of Receipt (By Other Party):**

(Listing Broker) \_\_\_\_\_

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

(Tenant) \_\_\_\_\_ Date: \_\_\_\_\_

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

(Tenant) \_\_\_\_\_ Date: \_\_\_\_\_

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

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## REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR TENANT REPRESENTATIVES)

(C.A.R. Form RCSD-T, 12/16)

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 the ☐ Lease, or ☐ Tenant Representation Agreement, or ☐ Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, for the property known as \_\_\_\_\_ ("Property"), between \_\_\_\_\_ ("Tenant") and \_\_\_\_\_ ("Landlord", ☐ Broker).

(If a trust, identify Tenant as the trustee(s) of the trust or by simplified trust name (ex. 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 Tenant.)

1. ☐ A. TRUST: (1) Assets used to lease the Property are held in trust pursuant to a trust document, titled (Full name of trust) \_\_\_\_\_ dated \_\_\_\_\_.

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

☐ B. POWER OF ATTORNEY: Tenant ("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 Power of 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.

☐ C. ENTITY: Tenant 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.

☐ D. CONSERVATORSHIP/GUARDIANSHIP: (1) Tenant 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 Sale or Co-Conservator, Guardian) of the entity described in paragraph 1D(1).

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

Tenant:

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

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

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

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

Acknowledgement of Receipt (By Other Party):

(Listing Broker) \_\_\_\_\_

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

(Landlord) \_\_\_\_\_ Date: \_\_\_\_\_

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

(Landlord) \_\_\_\_\_ Date: \_\_\_\_\_

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

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## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/16)

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.

I. 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").

II. 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.

III. **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.

IV. **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.

V. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

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

1. Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☐ Yes ☐ No
2. 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
3. The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☐ No
4. 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.)
5. Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☐ No
6. Whether the Property is located within 1 mile of a former federal or state ordnance location .... ☐ Yes ☐ No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☐ No
8. Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☐ No
9. Matters affecting title of the Property ..... ☐ Yes ☐ No
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☐ No
11. Whether any plumbing fixtures on the Property are water-conserving plumbing fixtures as defined by Civil Code Section 1101.3 ..... ☐ Yes ☐ No

Explanation, or ☐ (if checked) see attached; \_\_\_\_\_

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Buyer's Initials (\_\_\_\_)(\_\_\_\_)

Seller's Initials (\_\_\_\_)(\_\_\_\_)



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

**B. REPAIRS AND ALTERATIONS:**

**ARE YOU (SELLER) AWARE OF...**

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☐ Yes ☐ No
2. 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
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☐ No
4. Any part of the Property being painted within the past 12 months ..... ☐ Yes ☐ No
5. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

1. 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
2. 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
3. An alternative septic system on or serving the Property ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

1. 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

Explanation: \_\_\_\_\_

**E. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

1. Water intrusion 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
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... ☐ Yes ☐ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

**F. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property ..... ☐ Yes ☐ No
  2. Problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☐ No
  3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☐ No
  4. 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: \_\_\_\_\_

Buyer's Initials (\_\_\_\_)(\_\_\_\_)

Seller's Initials (\_\_\_\_)(\_\_\_\_)



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

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

1. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☐ No
2. 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
3. Use of any neighboring property by you ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

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

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☐ No
2. Operational sprinklers on the Property ..... ☐ Yes ☐ No
  - (a) If yes, are they ☐ automatic or ☐ manually operated.
  - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ..... ☐ Yes ☐ No
3. A pool heater on the Property ..... ☐ Yes ☐ No
  - If yes, is it operational? ..... ☐ Yes ☐ No
4. A spa heater on the Property ..... ☐ Yes ☐ No
  - If yes, is it operational? ..... ☐ Yes ☐ No
5. 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: \_\_\_\_\_

**I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: ARE YOU (SELLER) AWARE OF...**

1. 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
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☐ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

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

1. Any other person or entity on title other than Seller(s) signing this form ..... ☐ Yes ☐ No
2. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☐ No
3. 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
4. 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
5. 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
6. 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: \_\_\_\_\_

**K. NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF...**

1. 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,

Buyer's Initials (\_\_\_\_)(\_\_\_\_)

Seller's Initials (\_\_\_\_)(\_\_\_\_)



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

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

Explanation: \_\_\_\_\_

**L. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☐ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☐ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☐ No
4. 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
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☐ No
6. 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
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. .... ☐ Yes ☐ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☐ No
9. 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

Explanation: \_\_\_\_\_

**M. OTHER:**

**ARE YOU (SELLER) AWARE OF....**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, 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 Seller ..... ☐ Yes ☐ No  
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property ..... ☐ Yes ☐ No
3. 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: \_\_\_\_\_

**VI. ☐ (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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## EXEMPT SELLER DISCLOSURE

(C.A.R. Form ESD, Revised 12/16)

1. Seller (☐ landlord) makes the following disclosures with regard to the real property or manufactured home described as \_\_\_\_\_, situated in \_\_\_\_\_

(City), \_\_\_\_\_ (County), California, \_\_\_\_\_ (Zip Code), Assessor's Parcel No. \_\_\_\_\_ ('Property').

2. A. Under California law (Civil Code §1102, et seq.) most Sellers of real property containing 1-4 residential units are required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS"). Certain Sellers are exempt from completing the TDS but not exempt from making other disclosures. Sellers who are not legally required to complete a TDS can use this form to make other required disclosures, including the disclosure of material facts of which they are aware.

B. Under Civil Code Section 1101.4(b), on or before January 1, 2017 non-compliant plumbing fixtures in any single family residential real property built before January 1, 1994 shall be replaced by the Property owner with water-conserving plumbing fixtures.

3. **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 AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.**

4. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)

A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☐ No

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 (In general, a zone or district allowing manufacturing, commercial or airport uses.) ☐ Yes ☐ No

E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☐ No

F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☐ No

G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☐ Yes ☐ No

H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☐ No

I. Matters affecting title of the Property ☐ Yes ☐ No

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

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

Explanation, or ☐ (if checked) see attached; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

6. By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller Disclosure form.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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# BUYER EARLY OCCUPANCY ADDENDUM (C.A.R. Form BEO, 12/16)

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

This addendum is intended for short-term occupancy (i.e. less than 30 days) by Buyer of Property before Close of Escrow. If occupancy is intended to be for 30 days or longer, use Interim Occupancy Agreement (C.A.R. Form IOA). **Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.**

- TERM:** Buyer is granted possession of Property for \_\_\_\_\_ calendar days before Close Of Escrow (or ☐ \_\_\_\_\_). This Buyer Early Occupancy Addendum (BEO) shall terminate on the Close Of Escrow in the Agreement. Buyer has no right to remain in possession beyond this term unless (i) escrow has been extended by mutual agreement, or (ii) a subsequent Agreement for possession is agreed to in writing and signed by Buyer and Seller prior to the end of such term. Buyer may be responsible for court awarded damages if Buyer does remain beyond the termination date without a subsequent written Agreement.
- CONSIDERATION:** Buyer agrees to pay Seller (i) an "Early Possession Fee" for the term specified in 1 of, \$ \_\_\_\_\_ per Day (or ☐ \_\_\_\_\_), and (ii) to increase Buyer's deposit by \$ \_\_\_\_\_ in which case the Parties shall execute a separate liquidated damages clause (C.A.R. Form RID) at the time of entering into this BEO. Buyer shall deposit such funds with Escrow Holder immediately upon execution of this BEO and, if applicable, RID. If escrow is extended by mutual agreement Buyer shall pay Seller additional consideration for early occupancy in the amount of \$ \_\_\_\_\_ per day. At Close Of Escrow, the increased deposit will be applied towards the Purchase Price (or ☐ \_\_\_\_\_).
- UTILITIES:** Buyer agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_  
except \_\_\_\_\_, which shall be paid for by Seller.
- ENTRY:** Buyer shall make Property available to Seller for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Seller may enter Property at any time without prior notice.
- MAINTENANCE; ALTERATIONS:** Buyer shall maintain the Property, including any pool, spa, landscaping and grounds, and all of Seller's personal property included in the sale in substantially the same condition as on the date of this BEO. Except as provided in the Agreement, Buyer shall not make any alterations to the Property without Seller's prior written consent.
- ASSIGNMENT; SUBLETTING:** Buyer shall not assign or sublet all or any part of the Property, or assign or transfer the right to occupy the Property. Any assignment, subletting or transfer of the Property by voluntary act of Buyer, by operation of Law or otherwise, without Seller's prior written consent shall give Seller the immediate right to terminate Buyer's right to possession.
- INSURANCE:** Except as otherwise specified, Buyer's personal property (including vehicles and Seller's personal and real property) is not insured by the other Party, and, if applicable, not by the homeowner's association, against loss or damage. Each Party is to carry their own insurance to protect their respective property from such loss. Prior to occupancy Buyer shall obtain renter's insurance with liability coverage naming Seller as additional insured. Seller shall consult with existing insurance carrier or insurance broker to determine the effect on the existing policy if Buyer is permitted to occupy before Close Of Escrow. **Seller is advised not to let Buyer commence early occupancy until Seller has both (i) received and reviewed a copy of Buyer's insurance and (ii) consulted with Seller's insurance adviser.**
- WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BROKERS: Brokers do not recommend early occupancy.** Broker has advised Buyer and Seller to consult with legal counsel to determine whether entering into such an addendum temporarily or permanently changes the nature of their status as Buyer and Seller, and the legal consequences and implications of an early occupancy. **If Buyer and Seller agree to early occupancy they are doing so against the advice of Broker and at their own risk.**

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

Date \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Seller \_\_\_\_\_  
Buyer \_\_\_\_\_ Seller \_\_\_\_\_

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BEO 12/16 (PAGE 1 OF 1)



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## AGENT COMMISSION SHARING AGREEMENT

(Between Associate-Licensees)  
(C.A.R. Form ACS, 12/16)

This Agent Commission Sharing Agreement is made between the following parties:

\_\_\_\_\_ ("Associate-Licensee 1" or "AL1"), CalBRE Lic # \_\_\_\_\_  
and \_\_\_\_\_ ("Associate-Licensee 2" or "AL2"), CalBRE Lic # \_\_\_\_\_

In consideration of the covenants and representations contained in this Agreement, AL1 and AL2 agree as follows:

### 1. TERM OF AGREEMENT:

**A. Commencement Date:** The term of this Agreement begins on \_\_\_\_\_ (Date) or if no date is specified, the Agreement begins on the date of the last AL signature below, if there is only one Broker, or the last Broker signature if two Brokers ("Commencement Date").

**B. Expiration Date:** The Agreement shall continue uninterrupted until ("Expiration Date")

(i) **Ongoing:** Terminated by either party in writing;

OR (ii) ☐ **Fixed Term:** Twelve (12) or \_\_\_\_\_ months from the Commencement Date or ☐ \_\_\_\_\_ (Date) or earlier by mutual consent. In the absence of written termination by either party, the Agreement shall continue for successive periods of equal duration or ☐ this Agreement shall automatically terminate on the Expiration Date.

(iii) **Ongoing or Fixed Term:** Whether ongoing or fixed term, either party may terminate this Agreement before the Expiration Date by giving at least 30 or ☐ \_\_\_\_\_ days' written notice to the other;

OR (iv) ☐ Completion of a transaction as further described as follows: \_\_\_\_\_

(v) Regardless of the duration of the Agreement as specified in 2B(i) – (iv) above, this Agreement shall terminate immediately if the real estate license of either AL is revoked, suspended, or forfeited or if either AL no longer conducts licensed activity through Broker identified in paragraph 15. At the time all Brokers must consent for the Agreement to continue. Each party has an affirmative obligation to immediately notify the other if an AL's license is suspended, revoked or forfeited or if the AL no longer conducts licensed activity through the Broker identified in paragraph 15.

### 2. SCOPE OF AGREEMENT/COVERED TRANSACTION: ("Covered Transaction", means either All Activity as defined in 2A or Limited Activity as defined in 2B)

**A. All Activity:** This Agreement shall apply to all transactions entered into during its term for which either AL is entitled to compensation, **except** transactions involving:

(i) ☐ AL's own property

(ii) ☐ family members of either AL

(iii) ☐ the following named persons or entities: \_\_\_\_\_

(iv) ☐ commercial, ☐ residential income (exceeding 4 units), ☐ business opportunities, ☐ agricultural, ☐ vacant land, ☐ lease/rentals, ☐ outgoing referrals

(v) ☐ property in the geographical (farm) area described in the attached addendum

(vi) ☐ other: \_\_\_\_\_

☐ **B. Limited Activity:** This Agreement only applies to the following:

(i) ☐ transactions in the community/city of \_\_\_\_\_

(ii) ☐ the property specifically identified as \_\_\_\_\_

(iii) ☐ transactions involving the following named persons or entities: \_\_\_\_\_

(iv) ☐ property in the geographical (farm) area described in the attached addendum

(v) ☐ other: \_\_\_\_\_

### 3. PREEXISTING CLIENT RELATIONSHIPS:

A. ☐ Attached as Exhibit 1 is a list of all clients that have a relationship with AL1 prior to the Commencement Date.

B. ☐ Attached as Exhibit 2 is a list of all clients that have a relationship with AL2 prior to the Commencement Date.

C. Both AL1 and AL2 agree that these lists, if any, represent the complete identification of any clients brought into this Commission Sharing Agreement for all purposes of this Agreement ("Preexisting Clients").

Associate Licensee 1 Initials (\_\_\_\_\_)

Associate Licensee 2 Initials (\_\_\_\_\_)

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ACS 12/16 (PAGE 1 OF 4) Print Date \_\_\_\_\_





4. **COMPENSATION:** Gross compensation earned under a Covered Transaction by either AL, shall be split between AL1 and AL2 as follows and then paid by Broker subject to each AL split with Broker:
- A. **Preexisting Clients:** For all Covered Transactions with Preexisting Clients, 50% of the compensation to AL1 and 50% of the compensation to AL2 or ☐ the AL who identified the Preexisting Client pursuant to paragraph 3 shall be paid \_\_\_ % of the compensation and \_\_\_ % of the compensation to the other AL.
  - B. **Shared Clients:** For all Covered Transactions with Shared Clients, 50% of the compensation to AL1 and 50% of the compensation to AL2 or \_\_\_ % of the compensation to AL1 and \_\_\_ % of the compensation to AL2.
  - C. ☐ Other: Per attached addendum \_\_\_\_\_
  - D. **Broker Instructions:** Both AL1 and AL2 hereby instruct Broker to pay them according to this Agreement. Both AL1 and AL2 acknowledge that Broker shall have the right but not the obligation to withhold total compensation if there is a dispute between Associate-Licensees.
5. **SHARED EXPENSES:**
- A. ALs agree that, except as otherwise specified, all expenses incurred by either AL in connection with activity intending to result in a Covered Transaction shall be split using the same ratio as that specified for Compensation in paragraph 4.
  - B. By the 10th (or \_\_\_) day of each month, ☐ or quarterly ☐ or within 10 days after the closing of each transaction, each AL shall submit to the other a written statement, with copies of receipts, identifying all shared expenses incurred by that AL. Within 10 (or \_\_\_) days thereafter, an accounting and reconciliation shall be conducted to determine whether one AL owes the other AL for expenses based on the formula specified herein. Within 10 (or \_\_\_) days thereafter payment shall be made.
  - C. Broker shall not be responsible for allocating expenses for any expenses deducted by Broker pursuant to Broker's written agreement with either AL or office policy.
  - D. Each AL shall be solely responsible for the costs of (i) obtaining, maintaining and keeping current that AL's real estate license; (ii) MLS fees; (iii) AOR dues; (iv) Agent charges from Broker and (v) \_\_\_\_\_
  - E. **Transaction Coordinators:** If either AL currently makes use of or hereafter hires the services of a transaction coordinator or personal assistant ("TC"), then that AL shall have a written agreement with the TC, such as C.A.R. Form Personal Assistant Contract (C.A.R. form PAC). The AL who has the written agreement with a TC is solely responsible for compliance with all labor or employment laws that apply. If the TC performs activities for both ALs, the salary of the TC shall be split equally between both ALs or ☐ in the same proportion as their compensation split. If the TC performs activities for only one AL, then the salary of the TC shall be paid by that AL or ☐ both ALs in the same proportion as their compensation split or ☐ other: \_\_\_\_\_. The costs and the expenses associated with the TC, other than salary, shall be subject to this paragraph.
6. **BUSINESS IDENTITY:**
- A. **SALESPERSON OWNED FICTITIOUS BUSINESS NAMES:** AL1 and AL2 agree that they each may (☐ will) conduct any and all licensed activity under the name of \_\_\_\_\_ ("DBA") which, if applicable, is the fictitious business name already used and owned by ☐ AL1, ☐ AL2 or which will be owned by ☐ AL1, ☐ AL2. If the DBA has not already been created, all costs and expenses of creating and maintaining the DBA shall be borne by ☐ AL1, ☐ AL2 or ☐ both ALs in the same proportion as their compensation split. All advertising and marketing under the DBA shall comply with applicable laws. Upon termination of this Agreement, the AL who owns the DBA shall (☐ shall not) have the right to continue to use the DBA.
  - B. ☐ **TEAM NAMES:** AL1 and AL2 agree that they each may (☐ will) conduct any and all licensed activity under the name of \_\_\_\_\_, which, if applicable, is the team name already used by ☐ AL1, ☐ AL2. No other team name will be used without the written consent of both ALs. All advertising and marketing under the team name shall comply with applicable laws.
7. **COMPENSATION AND OTHER RIGHTS AND OBLIGATIONS UPON TERMINATION:**
- A. **Pending Transactions or Business:** For Covered Transactions resulting from a then-existing open escrow, or referral fee agreement, or contract for which Escrow has not yet been opened, or listing agreement or buyer representation agreement, ALs shall be paid (i) as if the Agreement had not been terminated or ☐ (ii) as follows: \_\_\_\_\_
  - B. **Future Transactions With Preexisting Clients:** If after termination of this Agreement, the client chooses to work with the AL who identified the Preexisting Client pursuant to paragraph 3, the other AL shall not be entitled to any compensation from the Future Transaction. If after termination of this Agreement, the client chooses to work with the AL who did not identify the Preexisting Client pursuant to paragraph 3, then for any Future Transaction entered into by the Preexisting Client with the other AL within 12 or ☐ months from the date of termination, the AL who identified the Preexisting Client shall (☐ shall not) be entitled to a referral fee of \_\_\_ % of the compensation earned by chosen AL based on the principal's side or ☐ \_\_\_\_\_
  - C. **Future Transactions With Shared Clients:** (i) Regardless of which AL the Shared Client chooses to work with, the other AL shall be entitled to a referral fee of \_\_\_ % of the compensation earned by the chosen AL based on the principal's side for any Future Transaction entered into by the Shared Client with the other AL within 3 or ☐ months from the date of termination, or ☐ \_\_\_\_\_  
(ii) Each AL shall maintain a list of Shared Clients and provide the list to the other periodically during the term of this Agreement.

Associate Licensee 1 Initials (\_\_\_\_\_)

Associate Licensee 2 Initials (\_\_\_\_\_)



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

- D. Expenses:** For all expenses incurred for a transaction covered under this paragraph, both ALs agree to abide by the provisions of paragraph 5.
- E. DBAs and Team Names:** All names, logos, trademarks, and like material concerning a DBA or team name remain the property of the AL who owns the DBA or team name.
- F. New Broker:** If either AL leaves the Broker identified in paragraph 15 and conducts licensed activity under a different Broker ("New Broker") and thereafter either AL conducts licensed activity which could result in compensation being owed pursuant to this paragraph, that AL agrees to provide a referral fee agreement (such as C.A.R. form RFA) to that AL's then existing Broker providing for a referral fee to the other AL's Broker covering that principal or transaction.
- G. Preexisting Client lists** provided by either AL pursuant to this Agreement are trade secrets that cannot be used by the other AL after termination of this Agreement.

**8. INDEPENDENT CONTRACTOR RELATIONSHIP:**

Associate-Licensees intend that this Agreement does not constitute an employment agreement by either party or a partnership agreement between them nor does it alter or modify each AL's status as an independent contractor or otherwise with Broker.

- 9. DISPUTE RESOLUTION:** During or after the term of this Agreement, ALs agree to resolve disputes between them as follows: If ALs cannot resolve a dispute between themselves, they agree to seek the assistance of Broker in accordance with Broker's dispute resolution policy. If Broker does not have a policy governing disputes between associate-licensees conducting business under the Broker's license, or is unwilling or unable to resolve the dispute, ALs agree to submit the dispute to mediation. Mediation may be conducted at a local Association of REALTORS® to which both AL belongs or through the C.A.R. Real Estate Mediation Center for Consumers or any another neutral third party mutually agreed to by ALs. ALs agree to share the cost of mediation equally. If any dispute or claim is not resolved through mediation, or otherwise, ALs (i) may mutually agree to submit disputes to binding arbitration by the procedures and rules set forth in the California Code of Ethics and Arbitration Manual and (ii) if initiated by both ALs (☐ AL1, ☐ AL2) the ALs agree to resolve disputes by neutral, binding arbitration. Associate-Licensees agree to timely notify the other and mediate all disputes and claims between them arising from or connected in any way with this Agreement before resorting to arbitration or court action. Associate-Licensees agree that all proceedings before Broker, a mediator or arbitrator will remain confidential between the parties, including but not limited to any depositions, discovery, pleadings, exhibits, testimony, or award. The confidentiality will not apply to any court proceeding in which either party seeks to confirm, correct, or vacate an arbitration award.

- 10. ADDITIONAL AGENT ACKNOWLEDGEMENT:** AL1 and AL2 each agree to use an additional agent acknowledgement (C.A.R. Form AAA) or, if different Brokers for AL1 and AL2, each agree to use an additional Broker acknowledgement (C.A.R. Form ABA) for any transaction to which this Agreement applies.

**11. ADDITIONAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12. DEFINITIONS:** As used in this Agreement, the following terms have the meanings indicated:

- A. "AL"** means either Associate Licensee as specified in this Agreement.
- B. "Compensation"** means compensation for acts requiring a real estate license, regardless of whether calculated as a percentage of transaction price, flat fee, hourly rate, or in any other manner.
- C. "Future Transaction"** means any transaction involving either AL and any Preexisting Client or Shared Client, where a contract has been entered into by that client.
- D. "Listing"** means an agreement with a party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a manufactured home, or any other property or other transaction which may be brokered by a real estate licensee; or an agreement with a party to locate or negotiate for any such property or Transaction.
- E. "Shared Client"** means any client identified in 7C(ii) and clients with listings, buyer representation agreements, referrals, and closed transactions during the term of this Agreement, other than a person or entity defined as a Preexisting Client pursuant to paragraph 3.
- F. "Transaction"** means a sale, exchange, lease, rental or outbound referral of real property, a business opportunity, or a manufactured home, which may lawfully be brokered by a real estate licensee.

- 13. ATTORNEY FEES:** In any action, proceeding, or arbitration between Associate-Licensees arising from or related to this Agreement, the prevailing ALs shall be entitled to reasonable attorney fees and costs.

Associate Licensee 1 Initials (\_\_\_\_\_)

Associate Licensee 2 Initials (\_\_\_\_\_)



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

**14. ENTIRE AGREEMENT:** All prior agreements between the ALs concerning their relationship are incorporated in this Agreement, which constitutes the entire Agreement. Its terms are intended by the parties as a final and complete expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be amended except by further agreement in writing executed by both ALs.

**15. A. RESPONSIBLE BROKER:** AL1 conducts licensed activity through the following brokerage company, \_\_\_\_\_, CalBRE Lic # \_\_\_\_\_.

AL2 conducts licensed activity through the following brokerage company, \_\_\_\_\_, CalBRE Lic # \_\_\_\_\_.

**B. SAME BROKER:** A copy of this Agreement will be provided to Broker through whom both ALs conduct licensed activity. Any signature by Broker on this Agreement is for the purpose of acknowledging receipt of this Agreement and does not make, nor is intended to make, Broker a party to this Agreement.

**C. DIFFERENT BROKER(S):** If AL1 and AL2 each conduct licensed activity through different Brokerage Firms, then this Agreement has no effect unless each Brokerage Firm consents.

**Associate-Licensee 1:**

(Signature) \_\_\_\_\_

(Print name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Telephone) \_\_\_\_\_

(Fax) \_\_\_\_\_

**Associate-Licensee 2:**

(Signature) \_\_\_\_\_

(Print name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Telephone) \_\_\_\_\_

(Fax) \_\_\_\_\_

**BROKERS:**

**SAME BROKER** for both AL1 and AL2: Broker acknowledges receipt of this Agent Commission Sharing Agreement.

Broker: \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_  
(Brokerage Firm Name) Its ☐ Broker ☐ Office Manager (check one)

☐ **DIFFERENT BROKERS** for AL1 and AL2: Each Broker signing below acknowledges receipt of and consents to this Agent Commission Sharing Agreement, and, if applicable, subject to the attached Addendum.

☐ Subject to the attached addendum

Broker for AL1: \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_  
(Brokerage Firm Name) Its ☐ Broker ☐ Office Manager (check one)

☐ Subject to the attached addendum

Broker for AL2: \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_  
(Brokerage Firm Name) Its ☐ Broker ☐ Office Manager (check one)

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## SUMMARY OF OFFER (RPA)

(C.A.R. Form SUM-RPA 12/16)

This document is a summary of the terms and conditions of the Purchase Agreement dated \_\_\_\_\_, on  
property identified as \_\_\_\_\_ in which  
is referred to as "Buyer."

**This document is NOT an offer. This document DOES NOT contain all material terms of the Offer. Only the attached, signed, Offer is capable of being accepted or countered. Buyer and Seller are advised to read the Offer carefully and in its entirety.**

Terms	RPA Paragraph #	Description	Additional Information
Purchase Price	1C,3G	\$	<input type="checkbox"/> All Cash
Initial Deposit Amount	3A	\$	( ___ % of purchase price)
Increased Deposit	3B	\$	
Loan Amount(s) 3D1, 3D2		\$	First, <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> Second
Close of Escrow	1D	MM/DD/YYYY or _____	Date or Days After Acceptance
Possession Date	9B,C,D	COE or <input type="checkbox"/> _____ or <input type="checkbox"/> Seller to remain or <input type="checkbox"/> Tenant to remain	<input type="checkbox"/> SIP or <input type="checkbox"/> RLAS or <input type="checkbox"/> TIP attached
Loan Contingency Removal	3J3,3J4,14C	21 or _____ Days	<input type="checkbox"/> No loan contingency
Appraisal Contingency Removal	3I,14C	17 or _____ Days	<input type="checkbox"/> No appraisal contingency
Buyer Investigation Contingency	12,14C	17 or _____ Days	<input type="checkbox"/> CR attached, see terms
Sale of Buyer's Property Contingency	4B	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> COP attached, see terms
Items Included	8B2	<input type="checkbox"/> stoves, <input type="checkbox"/> w/d, <input type="checkbox"/> refrigerators	
Agent Name			
Broker Name			

### ITEMS BELOW TO BE MANUALLY ENTERED, IF AT ALL, BY LISTING AGENT

Other Terms and Credits:		
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SUM-RPA 12/16 (PAGE 1 OF 1) Print Date

SUMMARY OF OFFER (RPA) (SUM-RPA PAGE 1 OF 1)



CALIFORNIA  
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## SUMMARY OF MULTIPLE OFFERS

(C.A.R. Form SUM-MO, 12/16)

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

TERMS	Offer 1	Offer 2	Offer 3	Offer 4	Offer 5
Purchase price All cash?	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
Initial deposit (% of price)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)
Increased deposit	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Loan Amount (% of price)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)	\$ _____ (nn.n%)
Close Of Escrow (date or days after accept)	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____	mm/dd/yyyy _____
Possession Date	COE or <input type="checkbox"/> Other	COE or <input type="checkbox"/> Other	COE or <input type="checkbox"/> Other	COE or <input type="checkbox"/> Other	COE or <input type="checkbox"/> Other
Loan contingency removal	21 or ____ days <input type="checkbox"/> Removed	21 or ____ days <input type="checkbox"/> Removed	21 or ____ days <input type="checkbox"/> Removed	21 or ____ days <input type="checkbox"/> Removed	21 or ____ days <input type="checkbox"/> Removed
Appraisal contingency removal	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed
Buyer investigation contingency	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed	17 or ____ days <input type="checkbox"/> Removed
Sale of Buyer's property contingency	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Items Included	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Stove <input type="checkbox"/> W/D <input type="checkbox"/> Refrigerator
Agent Name Broker Name					
Other Terms and Credits:					

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SUM-MO 12/16 (PAGE 1 OF 1) Print Date

SUMMARY OF MULTIPLE OFFERS (SUM-MO PAGE 1 OF 1)



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## SELLER LICENSE TO REMAIN IN POSSESSION ADDENDUM (C.A.R. Form SIP, 12/16)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. \_\_\_\_\_, OR ☐ Other \_\_\_\_\_  
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. less than 30 Days). If occupancy is intended to be for 30 Days or longer, use Residential Lease After Sale (C.A.R. Form RLAS). **Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.**

1. **TERM:** Seller is granted a license to remain in possession of Property for \_\_\_\_\_ calendar days After Close Of Escrow (or ☐ until \_\_\_\_\_ AM/ ☐ PM on \_\_\_\_\_ (date)). 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 remaining in possession After Close of Escrow, Seller agrees to pay Buyer (i) a non-refundable License Fee for the term specified in 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).
  - 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, and 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 \$ \_\_\_\_\_. 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. At Close Of Escrow, this fee will be released to Buyer (or ☐ held in escrow).
4. **UTILITIES:** Seller agrees to pay for all utilities and 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.
6. **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 possession.
7. **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 to carry Seller's own insurance to protect Seller from such loss.
8. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
9. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** \_\_\_\_\_

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 In Possession Addendum.

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

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## NOTICE TO PAY RENT OR QUIT

(C.A.R. Form PRQ, Revised 12/16)

To: \_\_\_\_\_ ("Tenant")  
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_  
\_\_\_\_\_  
(City) (Street Address) (Unit/Apartment #)  
(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 (OR ☐ \_\_\_\_\_ (BUT NOT LESS THAN 3)) DAYS 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)  
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))

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

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

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

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

(Keep a copy for your records.)

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Reviewed by \_\_\_\_\_



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## NOTICE TO PERFORM COVENANT (CURE) OR QUIT

(C.A.R. Form PCQ, Revised 12/16)

To: \_\_\_\_\_ ("Tenant")  
and any other occupant(s) in possession of the premises located at: \_\_\_\_\_

\_\_\_\_\_  
(City) \_\_\_\_\_ (Street Address) \_\_\_\_\_ (Unit/Apartment #)  
(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 (OR ☐ \_\_\_\_\_ (BUT NOT LESS THAN 3)) DAYS from service of this Notice you are required to either:

1. (A) Perform the following covenant or cure the following breach of your rental agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) 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: \_\_\_\_\_

OR

2. Vacate the Premises and surrender possession.

If you do not perform, cure the breach, 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).

**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.

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))

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C. ☐ **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.

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

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

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

(Keep a copy for your records.)

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PCQ REVISED 12/16 (PAGE 1 OF 1) Print Date \_\_\_\_\_

Reviewed by \_\_\_\_\_

NOTICE TO PERFORM COVENANT (CURE) OR QUIT (PCQ PAGE 1 OF 1)