



PURCHASE AGREEMENT PROBATE ADDENDUM (C.A.R. Form PAPA, 6/19)

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 _____, in which _____ is referred to as ("Seller") and _____ is referred to as ("Buyer").

- 1. The Property is part of a probate estate [] conservatorship [] guardianship.
2. The Representative Capacity Signature Disclosure (C.A.R form RCSD-S) and the Probate Advisory (C.A.R. form PA) are hereby incorporated.
3. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

A. Type of Probate: Seller shall inform Buyer at the time of [] Acceptance or [] within the time for Seller Disclosures in the Time Period paragraph in the Agreement if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

- (1) If property is being sold as part of a decedent's estate, paragraph 3B(1) applies unless 3B(2) or 3B(3) is checked.
(2) If the property is being sold through a conservatorship or guardianship, then court confirmation is required, and the sale shall proceed under paragraph 3B(2).

B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of [] Acceptance or [] within the time for Seller Disclosures in the Time Period paragraph in the Agreement if court confirmation is required. The sale will proceed under paragraph 3B(2) if court confirmation is required and under 3B(3) if court confirmation is not required.

(2) [] Court Confirmation Required: The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. 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.

(3) [] Court Confirmation Not Required: Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 4 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

Buyer's Initials (____)(____)

Seller's Initials (____)(____)

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 paragraph titled Remedies for Buyer's Breach of Contract (paragraph 21 in RPA, paragraph 25 in CPA; paragraph 30 in RIPA) is hereby deleted from Agreement.

6. The paragraph titled Dispute Resolution (paragraph 22 in RPA, paragraph 26 in CPA; paragraph 31 in RIPA) is hereby deleted from Agreement.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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PHOTO AND VIDEO AGREEMENT AND RELEASE (For Photos, Video, and Other Media) (C.A.R. Form PVR, 6/19)

This Photo and Video Release ("Release") is made and entered into by and between the adult subject(s) identified below ("Subject"), on behalf of themselves and any minor child or pet specified in paragraph 4 and _____ "Real Estate Licensee" and Real Estate Brokerage, individually or collectively ("REL").

The parties hereby agree as follows:

1. IMAGES:

REL has, with Subject's permission, either directly or through others, taken one or more photo, video, likeness, audio or electronic recording, graphic, or other images ("Images") described as follows (☐ or attached to this Release): _____

2. PERMITTED USE:

A. REL may use the Image to market Subject's property for sale or market and promote REL's real estate licensed activity (☐ and any other lawful purpose) in print or electronic media, now known or later developed, including but not limited to internet, social media, television, radio, multiple listing services, newspapers, magazines, movie screens, billboards and flyers.

B. The Image may be edited, copied, exhibited, published, distributed, cropped, enhanced or otherwise altered in REL's discretion.

3. OWNERSHIP: REL is the owner of the Images, and any derivative work resulting therefrom, and retains all rights to the Images. Subject agrees that no payment or royalties is or will be required as a result of REL's use of the Image, unless otherwise agreed in this Release.

4. SUBJECT:

A. Adults: The following persons who are in the Image are 18 years of age or older: _____

B. Children/Minors: The following persons who are in the Image are under the age of 18 and either children of the adult Subject or have had the adult Subject appointed as that minor's guardian: _____

C. Pets/Property: Any pets or real or personal property in the Image belong to the adult Subject.

5. ADDITIONAL TERMS: _____

6. EFFECT OF RELEASE: I, for myself and on behalf of any child or minor or pet for whom I have authority to act, hereby release all rights to all claims, demands and causes of action which I, or they or my/their representatives, executors, administrators or other persons may have or acquire as a result of the use of this Image on the terms herein. Subject shall indemnify, defend and hold harmless REL from any claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees and costs, resulting from Subject's material breach, or third-party claim of material breach, of any material obligation, representation or warranty set forth in this Agreement.

7. BROKER IDENTITY AND RIGHTS:

If REL is a salesperson, or a broker-associate conducting licensed activity under another Broker's license, that Broker's name and license number is as follows: Real Estate Broker (Firm) _____

DRE Lic.# _____ As between REL and Broker, rights to Images granted under this Agreement shall be addressed in a separate written Agreement between them.

By signing below, the parties acknowledge they have read, understand, received a copy of and agree to the terms of the Agreement.

Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____
Subject _____ Date _____

Real Estate Licensee _____ DRE Lic.# _____ Date _____

Address: _____

Telephone _____ Email _____

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Property Address: _____

- 1. WILDFIRE DISASTER: Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires.
2. WILDFIRE DISASTER CONCERNS AND ISSUES: The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster. It is not intended to nor can it be a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; concerns and issues include, but are not limited to:
A. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements
B. Local, state and federal requirements for cleanup and building approvals
C. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended
D. Timelines, costs and requirements when obtaining required permits for building and utilities installation
E. Insurance related issues such as availability, claims and possible liens attached to properties
F. The ability to procure insurance
G. Availability of and access to electricity, gas, sewer and other public or private utility services
H. Water delivery/potability; septic and/or sewer design; requirements and construction costs
I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition
J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services.
K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents
3. BUYER/LESSEE ADVISORIES:
A. Buyers/Lessees are advised to investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
B. Buyer/Lessee is advised that the area of the wildfire disaster will likely be under construction for a protracted period of time, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
C. Buyer/Lessee is also advised that due to the extraordinary catastrophe of the wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
D. Buyer/Lessee is advised to check early in your transaction to determine if you are able to obtain insurance on the property.
4. RESOURCES: Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
A. California Department of Insurance "WildfireResource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
C. California Department of Forestry and Fire "Cal Fire" http://calfire.ca.gov/
D. California Department of Transportation https://calsta.ca.gov/
E. California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
F. The American Institute of Architects "Wildfire Recovery Resources" https://aia.org/pages/165776-wildfire-recovery-resources
G. County of _____
H. City of _____
I. Town of _____
5. BUYER/LESSEE ACKNOWLEDGEMENT: Buyer/Lessee understands that real estate agents and real estate brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves, as described in the attached [x] Buyer Inspection Advisory (C.A.R. Form BIA).

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

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____

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