



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA) (Use a separate form for each Transferor) (C.A.R. Form AS, Revised 6/19)

- 1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS: Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.
2. SELLER'S INFORMATION:
A. PROPERTY ADDRESS (property being transferred): \_\_\_\_\_ ("Property")
B. TRANSFEROR'S NAME: \_\_\_\_\_ ("Transferor")
C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
D. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
E. [ ] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
F. [ ] (For corporation, partnership, foreign limited liability company, foreign trust or foreign state, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:
A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA
(1) A qualified substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the qualified substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the qualified substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 4. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 4 to Buyer.
B. [ ] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 4 below and provide a completed form to Buyer.
SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 4 BELOW TO BUYER UNLESS 3B IS CHECKED)
4. A. Social Security No., or Federal Employer Identification No. (TIN) \_\_\_\_\_
B. Address \_\_\_\_\_ (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)
C. Telephone Number \_\_\_\_\_
5. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the International Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By \_\_\_\_\_ Date \_\_\_\_\_ (Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Typed or printed name \_\_\_\_\_ Title (If signed on behalf of Entity Transferor) \_\_\_\_\_

For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the green card test or the substantial presence test for the calendar year.



**GREEN CARD TEST.** An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

**SUBSTANTIAL PRESENCE TEST.** An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

**DAYS OF PRESENCE IN THE U.S. TEST.** Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

**EXEMPT INDIVIDUAL.** For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

**CLOSER CONNECTION TO A FOREIGN COUNTRY.** Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.

2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

**NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS** may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

**A FOREIGN PERSON OR PARTNERSHIP** is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

**GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS.** A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

**A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR** of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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

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

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**AGENT VISUAL INSPECTION DISCLOSURE**  
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)  
For use by an agent when a transfer disclosure statement is  
required or when a seller is exempt from completing a TDS  
(C.A.R. Form AVID, Revised 6/19)

This inspection disclosure concerns the residential property situated in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of California, described as \_\_\_\_\_  
\_\_\_\_\_ (“Property”).

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # \_\_\_\_\_. Additional AVID forms required  
for other units.

Inspection Performed By (Real Estate Broker Firm Name) \_\_\_\_\_

**California law requires**, with limited exceptions, that a real estate broker or salesperson (collectively, “Agent”) conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

**California law does not require** the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

**Agent Inspection Limitations:** Because the Agent’s duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent’s duty.

**Roof and Attic:** Agent will not climb onto a roof or into an attic.

**Interior:** Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

**Exterior:** Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

**Appliances and Systems:** Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

**Size of Property or Improvements:** Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

**Environmental Hazards:** Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

**Off-Property Conditions:** By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

**Analysis of Agent Disclosures:** For any items disclosed as a result of Agent’s visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

**What this means to you:** An Agent’s inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent’s inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer’s Initials (\_\_\_\_)(\_\_\_\_)

Seller’s Initials (\_\_\_\_)(\_\_\_\_)



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Inspection Performed By (Real Estate Broker Firm Name) \_\_\_\_\_

Inspection Date/Time: \_\_\_\_\_ Weather conditions: \_\_\_\_\_

Other persons present: \_\_\_\_\_

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

**Entry** (excluding common areas): \_\_\_\_\_

**Living Room:** \_\_\_\_\_

**Dining Room:** \_\_\_\_\_

**Kitchen:** \_\_\_\_\_

**Other Room:** \_\_\_\_\_

**Hall/Stairs** (excluding common areas): \_\_\_\_\_

**Bedroom #** \_\_\_\_:

**Bedroom #** \_\_\_\_:

**Bedroom #** \_\_\_\_:

**Bath #** \_\_\_\_:

**Bath #** \_\_\_\_:

**Bath #** \_\_\_\_:

**Other Room:** \_\_\_\_\_

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

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



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Other Room: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

See Addendum for additional rooms/structures: \_\_\_\_\_  
\_\_\_\_\_

Garage/Parking (excluding common areas): \_\_\_\_\_  
\_\_\_\_\_

Exterior Building and Yard - Front/Sides/Back: \_\_\_\_\_  
\_\_\_\_\_

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_  
\_\_\_\_\_

**This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.**  
Real Estate Broker (Firm who performed the inspection) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Associate Licensee or Broker who performed the inspection)

**Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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BUYER'S INSPECTION ELECTIONS

(C.A.R. Form BIE, Revised 6/19)

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

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between buyer and seller.

A. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

C. BROKER ADVICE: YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

IF ANY BOX BELOW IS CHECKED "YES", BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.

D. BUYER INSPECTION ELECTION: Buyer represents and agrees that Buyer has independently considered the available Inspections and at this time has decided to order only those Inspections selected "Yes" below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate any of these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

- 1. GENERAL HOME INSPECTION
2. WOOD DESTROYING PESTS
3. CHIMNEY
4. ELECTRICAL
5. HEATING/AIR CONDITIONING
6. LEAD PAINT
7. PLUMBING
8. SQUARE FOOTAGE
9. STRUCTURAL
10. EASEMENTS/ENCROACHMENTS
11. FOUNDATION/SLAB
12. LOT SIZE
13. BOUNDARIES
14. POOL/SPA
15. ROOF
16. SEWER
17. SEPTIC SYSTEM
18. SOIL STABILITY
19. SURVEY
20. TREE/ARBORIST
21. WELL
22. WATER SYSTEMS AND COMPONENTS
23. RADON GAS
24. FORMALDEHYDE
25. ASBESTOS
26. METHANE GAS
27. MOLD
28. PERMITS
29. PUBLIC RECORDS
30. ZONING
31. GOVERNMENT REQUIREMENTS
32. VACANT LAND/CONSTRUCTION FINANCING
33. CONSTRUCTION COSTS
34. AVAILABILITY OF UTILITIES
35. ENVIRONMENTAL SURVEY
36. NATURAL HAZARDS REPORTS
37. SUBDIVISION OF PROPERTY

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

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BUYER'S INSPECTION WAIVER

(C.A.R. Form BIW, Revised 6/19)

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

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between a buyer and seller.

1. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and (ii) you should not rely solely on reports provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.

2. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.

3. WAIVERS:

A. HOME INSPECTION WAIVER: Broker recommends that Buyer obtain a home inspection, even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.

B. WOOD DESTROYING PEST INSPECTION WAIVER: Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.

C. OTHER: Broker recommends that Buyer obtain an inspection for the following items: \_\_\_\_\_

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

4. WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS: Buyer has received a:

- General Home Inspection Report prepared by \_\_\_\_\_ dated \_\_\_\_\_
Wood Destroying Pest and Organism Report prepared by \_\_\_\_\_ dated \_\_\_\_\_
Other \_\_\_\_\_ Report prepared by \_\_\_\_\_ dated \_\_\_\_\_

That report recommends that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional investigations. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain any of the additional inspections, investigations or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

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

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

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BUYER (OR TENANT) NON-AGENCY AGREEMENT (C.A.R. Form BNA, Revised 6/19)

(If Checked) This form is being provided in connection with a leasehold interest. The term Seller shall mean Landlord and the term Buyer shall mean Tenant.

1. PARTIES AND PROPERTY:

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

2. NO REPRESENTATION OF BUYER BY LISTING BROKER: Buyer understands and agrees to the following:

- A. Listing Broker does NOT represent Buyer and Listing Broker will NOT be Buyer's agent during any negotiation or transaction that results between Buyer and Seller regarding the Property.
B. Listing Broker does NOT represent Buyer and Listing Broker will NOT be Buyer's agent even though Listing Broker may provide Buyer forms describing agency relationships as required by law or otherwise.

3. REPRESENTATION OF BUYER BY OTHERS: (check box that applies)

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

4. REPRESENTATION OF SELLER BY LISTING BROKER: Listing Broker will act as the agent of Seller exclusively during any negotiation or transaction regarding the Property.

5. STATUTORY AGENCY COMPLIANCE: (Applies to sales, and leases over one year.)

- A. DISCLOSURE: A Disclosure Regarding Real Estate Agency Relationships form is attached to provide additional information on the duties of a real estate broker to a buyer and seller in a transaction.
B. CONFIRMATION: Listing Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Seller's execution of a purchase agreement.

6. OTHER ADVICE: Buyer is advised to seek real estate, legal, tax, insurance, title and all other desired assistance from appropriate professionals.

7. ACKNOWLEDGMENT:

By signing below, Buyer acknowledges that Buyer has read, understands, accepts and has received a copy of this Agreement.

Buyer Address Telephone Fax City State Zip Date E-mail

Listing Broker (Firm) By (Agent) Address Telephone Fax City State Zip Date E-mail

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ASSOCIATION  
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**MODIFICATION OF LISTING, BUYER REPRESENTATION OR  
OTHER AGREEMENT BETWEEN PRINCIPAL AND BROKER**  
(C.A.R. Form MT, Revised 6/19)

The  Listing Agreement  Buyer Representation Agreement, (or, if checked,)  Other \_\_\_\_\_  
dated \_\_\_\_\_, between \_\_\_\_\_ ("Broker") and  
\_\_\_\_\_ ("Principal"), regarding the real property,  
manufactured home or business described as \_\_\_\_\_

\_\_\_\_\_ is  
modified as follows:

**PRICE:** The listing price, price range, lease or rental amount shall be changed to: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**EXPIRATION DATE:** The expiration date is changed to: \_\_\_\_\_.

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice:** The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

All other terms of the listing Agreement, Buyer Representation Agreement, or other agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and have received a copy of this Modification of Terms.

Date \_\_\_\_\_

Principal \_\_\_\_\_

Principal \_\_\_\_\_

Broker \_\_\_\_\_  
(Firm)

DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Agent)

DRE Lic # \_\_\_\_\_

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MT REVISED 6/19 (PAGE 1 OF 1)



NOTICE OF TERMINATION OF TENANCY

(C.A.R. Form NTT, Revised 6/19)

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

CHECK THE BOX THAT APPLIES. CHECK ONE BOX ONLY.

- 1. [ ] The tenancy, if any, in the Premises is terminated 60 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
2. OR [ ] You have, or another tenant or resident has, resided in the Premises for less than one year. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
3. OR [ ] All of the following must apply. Your tenancy, if any, in the Premises is terminated 30 days from service of this Notice, or on \_\_\_\_\_ (whichever is later).
A. Landlord has entered into a contract to sell the Premises to a natural person(s);
B. AND Purchaser intends to reside in the Premises for at least one year following the termination of the tenancy in the Premises;
C. AND Landlord has established an escrow with an escrow company licensed by the Department of Corporations, Department of Insurance or a licensed Real Estate Broker;
D. AND Escrow was opened 120 or fewer days prior to the delivery of this Notice;
E. AND Title to the Premises is separately alienable from any other dwelling unit (i.e., it is a single-family unit or condominium);
F. AND Tenant has not previously been given a notice of termination of tenancy.
4. OR [ ] Tenant is a beneficiary of, and the tenancy is subject to, a government agency rental housing assistant program. The tenancy, if any, in the premises is terminated 90 days from service of this notice or on \_\_\_\_\_ (whichever is later).

If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

Note to Landlord: If the property is subject to rent control, local law may require a minimum notice period that exceeds the time specified above.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

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



**DELIVERY OF NOTICE/PROOF OF SERVICE:**

This Notice was served by \_\_\_\_\_, on \_\_\_\_\_ (date)  
In the following manner: (if mailed, a copy was mailed at \_\_\_\_\_ (Location))

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

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

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

**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.

**NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**

**Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

**NOTE: IN THE ALTERNATIVE TO THE ABOVE OPTIONS FOR SERVING THIS NOTICE, A TENANT MAY BE SERVED BY CERTIFIED OR REGISTERED MAIL.**

**Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail. Before filing a legal action based on this notice, a tenant should be given five (5) additional days if served in California, ten (10) additional days if served in another state, twenty (20) additional days if served outside of the United States.

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

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

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

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BUYER PRE-OCCUPANCY STORAGE ADDENDUM (C.A.R. Form POSA, Revised 6/19)

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 pre-occupancy storage by Buyer of Buyer's personal property ("Personal Property") on the Property before Close of Escrow.

- 1. LICENSE: Buyer is granted a license ("License") to store Personal Property as defined below on the Property prior to the Close Of Escrow.
2. TERM: The License begins on \_\_\_\_\_ (or \_\_\_\_\_ calendar days before the scheduled Close Of Escrow).
3. ACCESS: Buyer shall move-in all items of Personal Property on the commencement date (or \_\_\_\_\_), and shall have no right of access to the Property to bring in or remove any items from that date until termination of the License.
4. TERMINATION: The License under this POSA shall terminate on the earlier of Close Of Escrow or cancellation of this Agreement.
5. CONSIDERATION: Buyer agrees to pay Seller (i) an "Pre-Occupancy Storage Fee" for the term specified in paragraph 2 of \$ \_\_\_\_\_ per day (or \_\_\_\_\_).
6. PERSONAL PROPERTY: Personal Property means typical household furnishings and clothing, if not otherwise specified.
7. NO STORAGE OF THE FOLLOWING: Buyer shall not store any firearms, or ammunition, or illegal, flammable, hazardous, explosive, corrosive, caustic or other dangerous materials.
8. STORAGE AREA: Buyer is allowed to store Buyer's Personal Property in the following location(s) on the Property only: \_\_\_\_\_.
9. REMOVAL OF PERSONAL PROPERTY: If Buyer has not completed the purchase of the Property, Buyer shall remove Personal Property within 3 calendar days of termination of this License.
10. RISK OF LOSS: The storage of Buyer's Personal Property on the Property shall not be deemed as Buyer taking possession or title under the Uniform Vendor and Purchaser Risk Act (Civil Code § 1662).
11. DAMAGE/INSURANCE: Except as otherwise specified, Buyer's Personal Property (including vehicles) is not insured by Seller, and, if applicable, not by the homeowner's association, against loss or damage.
12. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
13. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: \_\_\_\_\_

BROKERS DO NOT RECOMMEND PRE-OCCUPANCY STORAGE. BROKERS HAVE 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 PRE-OCCUPANCY STORAGE. IF BUYER AND SELLER AGREE TO PRE-OCCUPANCY THEY ARE DOING SO AGAINST THE ADVICE OF BROKERS 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 Pre-Occupancy Storage Addendum.

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

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/19)

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

This is a disclosure to one or more of the following: Purchase Agreement, Buyer Representation Agreement, or Other Agreement, specified below in which \_\_\_\_\_ is identified as "Buyer".

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

- 1. A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled \_\_\_\_\_ Date \_\_\_\_\_ (2) The person(s) signing below is/are Sole/CoO/ Successor Trustee(s) of the Trust. B. ENTITY: Buyer is a Corporation, Limited Liability Company, Partnership or 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 not attached. C. POWER OF ATTORNEY: Buyer ("Principal") has authorized the person(s) signing below ("attorney-in-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Attorney (Specific Power of Attorney for the Property), dated \_\_\_\_\_. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. ESTATE: (1) Buyer is an conservatorship, or guardianship identified by Superior Court Case name as \_\_\_\_\_, Case # \_\_\_\_\_. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

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

Buyer:

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

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

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

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

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

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

Acknowledgement of Receipt By Other Party:

AT TIME OF SALE

Buyer and \_\_\_\_\_ ("Seller") are parties to a Purchase Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

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

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



**AT TIME OF BUYER REPRESENTATION AGREEMENT**

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

Real Estate Broker \_\_\_\_\_

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

DRAFT

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR LANDLORD REPRESENTATIVES)

(C.A.R. Form RCSD-LL, 6/19)

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

This is a disclosure to one or more of the following Lease, Lease Listing Agreement, Property Management Agreement or Other as specified below, in which is identified as ("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:

Acknowledgment of Receipt by Other Party

AT TIME OF LEASE OR MONTH-TO-MONTH RENTAL

Landlord and ("Tenant") are parties to a Lease or Month-to Month Rental Agreement dated for property known as

Tenant Date

Tenant Date



**AT TIME OF LEASE LISTING**

Landlord and \_\_\_\_\_ (“Landlord’s Broker”) are parties to a Lease Listing Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

Real Estate Broker \_\_\_\_\_

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

**AT TIME OF PROPERTY MANAGEMENT AGREEMENT**

Landlord and \_\_\_\_\_ (“Landlord’s Broker”) are parties to a Property Management Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

Real Estate Broker \_\_\_\_\_

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

**AT TIME OF OTHER AGREEMENT**

Landlord and \_\_\_\_\_ (“Other Party”) are parties to an \_\_\_\_\_ Agreement dated \_\_\_\_\_, if applicable, for property known as \_\_\_\_\_.

Other Party \_\_\_\_\_

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

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/19)

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

This is a disclosure to one or more of the following Purchase Agreement, Listing Agreement, or Other specified below in which \_\_\_\_\_ is identified as the ("Seller")

If a trust, identify Seller 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 Seller.

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: Seller 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: Seller ("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) Seller 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 estate, conservatorship or guardianship identified above.

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

Seller:

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:

AT TIME OF LISTING

Seller and \_\_\_\_\_ ("Seller's Broker") are parties to a Listing Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_ Real Estate Broker \_\_\_\_\_

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



**AT TIME OF SALE**

Seller and \_\_\_\_\_ (“Buyer”) are parties to a Purchase Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

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

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

**AT TIME OF OTHER AGREEMENT**

Seller and \_\_\_\_\_ (“Other Party”) are parties to an \_\_\_\_\_ Agreement dated \_\_\_\_\_,

if applicable, for property known as \_\_\_\_\_.

Other Party \_\_\_\_\_

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

DRAFT

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR TENANT REPRESENTATIVES)

(C.A.R. Form RCSD-T, Revised 6/19)

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

This is a disclosure to one or more of the following Lease, or Tenant Representation Agreement, or Other Agreement, specified below in which \_\_\_\_\_ is identified as ("Tenant")

(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:

AT TIME OF LEASE OR MONTH-TO-MONTH RENTAL

Tenant and \_\_\_\_\_ ("Landlord") are parties to a Lease or Month-to Month Rental Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_



**AT TIME OF TENANT REPRESENTATION AGREEMENT**

Tenant and \_\_\_\_\_ (“Tenant’s Broker”) are parties to a Tenant Representation Agreement dated \_\_\_\_\_ for property known as \_\_\_\_\_.

Real Estate Broker \_\_\_\_\_

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

**AT TIME OF OTHER AGREEMENT**

Tenant and \_\_\_\_\_ (“Other Party”) are parties to an \_\_\_\_\_ Agreement dated \_\_\_\_\_, if applicable, for property known as \_\_\_\_\_.

Other Party \_\_\_\_\_

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

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RECEIPT FOR REPORTS

(C.A.R. Form RFR, Revised 6/19)

In accordance with the terms and conditions of the: Purchase Agreement or [ ] Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property known as \_\_\_\_\_ ("Property"), between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller").

Buyer acknowledges receipt of the following written report(s), document(s), inspection report(s) disclosure(s), proposal(s), estimate(s), or invoices(s) ("Reports") checked below. Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.

Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value and desirability of the Property.

Table with 3 columns: Report, Prepared By, Dated. Rows A through R listing various inspection and disclosure items.



**NOTE:** The following Reports have been provided to the Seller in previous transactions, and unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such Reports. Such Reports may not have been updated or reflect the current condition of the Property.

<b>Reports from Previous Transactions</b>	<b>Prepared By</b>	<b>Date</b>
1. <input type="checkbox"/> _____	_____	_____
2. <input type="checkbox"/> _____	_____	_____
3. <input type="checkbox"/> _____	_____	_____
4. <input type="checkbox"/> _____	_____	_____

If any of the above reports recommends Buyer obtain additional investigations, you should contact qualified experts to determine if such additional investigations are necessary. **If you do not do so, you are acting against Broker's Advice.**

Buyer has been advised that if Buyer receives any Report that has not been ordered by Buyer (whether prepared by or for Seller or others), Buyer may have no recourse against the preparer of the report for any errors, inaccuracies or missing information. Buyer is advised to check with the preparer of any Report to determine if preparer will offer Buyer such recourse.

**Buyer understands and acknowledges that Broker/Agent has not and will not verify the information supplied in the Reports of third parties.**

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

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

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SELLER (OR LANDLORD) NON-AGENCY AGREEMENT (C.A.R. Form SNA, Revised 6/19)

(If Checked) This form is being provided in connection with a leasehold interest. The term Seller shall mean Landlord and the term Buyer shall mean Tenant.

1. PARTIES AND PROPERTY:

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

2. NO REPRESENTATION OF SELLER BY BROKER: Seller understands and agrees to the following:

- A. Broker does NOT represent Seller and Broker will NOT be Seller's agent during any negotiation or transaction that results between Buyer and Seller regarding the Property.
B. Broker does NOT represent Seller and Broker will NOT be Seller's agent even though Broker may receive compensation, directly or indirectly, from Seller.
C. Broker does NOT represent Seller and Broker will NOT be Seller's agent even though Broker may provide Seller forms describing agency relationships as required by law or otherwise.

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

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

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

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

- From Seller, pursuant to a separate written agreement between Seller and Broker.
From Listing Broker, pursuant to a Multiple Listing Service or separate agreement between Listing Broker and Broker.
From Buyer.

6. STATUTORY AGENCY COMPLIANCE: (Applies if the Property includes residential property with one-to-four dwelling units.)

- A. DISCLOSURE: A Disclosure Regarding Real Estate Agency Relationships form is attached to provide additional information on the duties of a real estate broker to a buyer and seller in a transaction.
B. CONFIRMATION: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Seller's execution of a purchase agreement.

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

8. ACKNOWLEDGMENT:

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

Seller Date
Address City State Zip
Telephone Fax E-mail

Broker (Firm)
By (Agent) Date
Address City State Zip
Telephone Fax E-mail

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**TRUST ADVISORY**  
**For Properties Being Sold by the Trustee of a Trust**

(C.A.R. Form TA, Revised 6/19)

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

The Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of the Property, the trustee of the trust is treated as the Seller. Even though Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

- A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: **(i)** disclose known lead-based paint and lead-based paint hazards; **(ii)** provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; **(iii)** provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and **(iv)** give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. Carbon Monoxide Devices:** **The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.**
- G. Water Conserving Plumbing Fixtures:** **The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.**
- H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: **(i)** the trust was revocable prior to the decedent's death; **(ii)** the Property was last used as the decedent's principal residence; and **(iii)** the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
- I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

(With Listing) Broker's Initials (\_\_\_\_)(\_\_\_\_)

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

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



**2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

- A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R Forms TDS and NHD). Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.  
**(ii) Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is a trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.**
- B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety
- C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

**3. OTHER CONSIDERATIONS:**

- A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.
- B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

**4. BROKERS:**

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

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

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

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

AT TIME OF LISTING	
Real Estate Broker _____	
By _____	Date _____

AT TIME OF SALE	
Buyer _____	Date _____
Buyer _____	Date _____

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TENANT IN POSSESSION ADDENDUM (C.A.R. Form TIP, Revised 6/19)

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

- 1. Buyer shall take Property subject to the rights of existing tenants. Seller shall transfer to Buyer, through escrow, (i) all unused tenant deposits, if any, and (ii) all prepaid but unearned rents, if any. No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property, unless otherwise agreed in writing.
2. Seller shall, within 7 (or [ ] Days) After Acceptance, deliver to Buyer Copies of all: estoppel certificates sent to and received back from tenants; leases; rental agreements; and current income and expense statements ("Rental Documents").
3. Seller shall give Buyer written notice of (i) any changes to existing leases or tenancies; (ii) new agreements to lease or rent; or (iii) changes to the status of the condition of the property ("Proposed Changes") at least 7 (or [ ] Days) prior to any Proposed Changes.
4. Buyer's approval of the Rental Documents and proposed Changes is a contingency of the Agreement, as specified below.
A. Buyer shall, within 5 (or [ ] Days) After receipt of Rental Documents remove the contingency or cancel the Agreement.
B. Buyer shall, within 5 (or [ ] Days) After receipt of notice of Proposed Changes, give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

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

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

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