RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 12/10)

1. EXCLUSIVE RIGHT TO SELL: ___________________________ (“Seller”) hereby employs and grants ___________________________ (“Broker”) the exclusive and irrevocable right to sell or exchange the real property in the City of ___________________________, County of ___________________________, California, described as: __________________________________________________________, Assessor's Parcel No. ____________, ("Property").

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

   ADDITIONAL ITEMS EXCLUDED: ___________________________.

   ADDITIONAL ITEMS INCLUDED: ___________________________.

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

3. LISTING PRICE AND TERMS:

   A. The listing price shall be: ___________________________ Dollars ($ ___________).

   B. Additional Terms: ________________________________________________________

4. COMPENSATION TO BROKER:

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

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

      (1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a buyer(s) who offers to purchase the Property on the above price and terms, or on any price or terms acceptable to Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension).

      OR (2) If within ________ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person’s related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.

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

   B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 4A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

   C. In addition, Seller agrees to pay Broker:

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

      (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker’s compensation specified in 4A, either ☐ __________ percent of the purchase price, or ☐ $ ___________.

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

   E. Seller hereby irrevocably assigns to Broker the above compensation from Seller’s funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

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

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

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

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RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 4)

Agent: ___________________________ Phone: 909.624.2583 Fax: 909.542.3735
Broker: Blue Sky Real Estate Center 4959 Palo Verde St. #205-B Montclair, CA 91763
Prepared using zipForm® software
5. OWNERSHIP, TITLE AND AUTHORITY: Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows:

6. MULTIPLE LISTING SERVICE: All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller acknowledges that Broker is required to comply with all applicable MLS rules as a condition of entry of the listing into the MLS and Seller authorizes Broker to comply with all applicable MLS rules. MLS rules require that the listing sales price be reported to the MLS. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form).

Information that can be excluded:

A. Internet Display;
(1) Seller can instruct Broker to have the MLS not display the Property on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see information about the Property in response to their search; (2) Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see the Property’s address in response to their search.

B. Features on MLS Participant and Subscriber Websites;
(1) Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites that display the Property listing to have (i) the ability to write comments or reviews about the Property on those sites; or (ii) the ability to hyperlink to another site containing such comments or reviews if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites: that this would mean the consumers searching for listings on the Internet will not see the Property's address in response to their search.

(2) Seller can instruct Broker to advise the MLS that Seller does not want MLS Participant or Subscriber Websites that display the Property listing to operate (i) an automated estimate of the market value of the Property; or (ii) have the ability to hyperlink to another site containing such automated estimate of value if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate brokers and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites: that this would mean the consumers searching for listings on the Internet will not see the Property’s address in response to their search.

Seller acknowledges that for any of the above opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SEL or the locally required form). Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

7. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller’s ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

8. BROKER’S AND SELLER’S DUTIES: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary and advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.

9. DEPOSIT: Broker is authorized to accept and hold on Seller’s behalf any deposits to be applied toward the purchase price.

10. AGENCY RELATIONSHIPS:
A. Disclosure: If the Property includes residential property with one-to-four dwelling units, Seller shall receive a “Disclosure Regarding Agency Relationships” form prior to entering into this Agreement.
B. Seller Representation: Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.
C. Possible Dual Agency With Buyer: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and Buyer, exchange party, or one or more additional parties (“Buyer”). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker’s firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
D. Other Sellers: Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller’s Property. Seller consents to Broker’s representation of sellers and buyers of other properties before, during and after the end of this Agreement.

E. Confirmation: If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller’s execution of a purchase agreement.

11. SECURITY AND INSURANCE: Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.

12. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked [ ] does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)’ written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

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

14. DISPUTE RESOLUTION:

A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 14B(2) below. Paragraph 14B(2) below applies whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Seller and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 14B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in California Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic’s lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPelled TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

“We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the ‘arbitration of disputes’ provision to neutral arbitration.”

Seller's Initials ______ / ______ Broker's Initials ______ / ______
Property Address: ___________________________________________ Date: ___________________________________________

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

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

17. MANAGEMENT APPROVAL: If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Agreement on Broker’s behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.

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

19. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 14A.

20. ENTIRE AGREEMENT: All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

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

Seller ___________________________________________ Address ___________________________________________ Telephone ___________________________________________ Date: __________ City: __________ Fax: __________ E-mail: __________ State: __________ Zip: __________

Seller ___________________________________________ Address ___________________________________________ Telephone ___________________________________________ Date: __________ City: __________ Fax: __________ E-mail: __________ State: __________ Zip: __________

Real Estate Broker (Firm) ___________________________________________ By (Agent) ___________________________________________ DRE Lic. #: __________ Address ___________________________________________ Date: __________ City: __________ State: __________ Fax: __________ E-mail: __________ DRE Lic. #: __________ Zip: __________
Property Address: ________________________________

1. INTRODUCTION: Selling property in California is a process that involves many steps. From start to finish, it might take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. DISCLOSURES:

A. General Disclosure Duties: You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If the Property you are selling is a residence with one to four units, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to the buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. Statutory Duties: (For one-to-four Residential Units):

(1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.

(2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you have had to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.

(3) If you know that your property is: (i) located within one mile of a former military ordinance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act.

(4) If the TDS, NHD, or lead, military ordinance, commercial zone or Mello-Roos disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. Death and Other Disclosures: Many buyers consider death real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

D. Condominiums and Other Common Interest Subdivisions: If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. CONTRACT TERMS AND LEGAL REQUIREMENTS:

A. Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

B. Withholding Taxes: Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

C. Prohibition Against Discrimination: Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.

D. Government Retrofit Standards: Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.

E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

F. Legal, Tax and Other Implications: Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. MARKETING CONSIDERATIONS:

A. Pre-Sale Considerations: You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.

B. Post-Sale Protocols: It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something goes wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.

C. Safety Precautions: Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.

D. Expenses: You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS:

________________________________________________________________________

________________________________________________________________________

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

Seller ___________________________________________ Date __________
Print Name ____________________________

Seller ___________________________________________ Date __________
Print Name ____________________________

Real Estate Broker ____________________________ By (Agent) __________
Address __________________________________________ City __________ State ______ Zip __________
Telephone __________ Fax __________ E-mail __________

Reviewed by ____________________________ Date __________

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When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date ____________________________

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date ____________________________

Agent ____________________________

Real Estate Broker (Firm) ____________________________ DRE Lic. # ____________________________ Date ____________________________

By ____________________________ DRE Lic. # ____________________________ Date ____________________________

(Salesperson or Broker-Associate)

AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):

• When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.

• When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer’s/Tenant’s Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: (SELLER/LANDLORD: DO NOT SIGN HERE) (SELLER/LANDLORD: DO NOT SIGN HERE)

Seller/Landlord ____________________________ Date ____________________________

Seller/Landlord ____________________________ Date ____________________________

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Reviewed by ____________________________ Date ____________________________

AD REVISED 11/09 (PAGE 1 OF 2)
As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a real estate transaction is executed or in which evidence is obtained as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker as the broker's agent in connection with acts requiring a real estate license and function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensee and for any agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(c) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the buyer and the seller in a real property transaction.

(d) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property. (h) "Listing price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (m) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

Reproduced on Page 1 of this AD form.

As soon as practicable, the selling agent shall disclose to the buyer whether the selling agent is acting in the real property transaction exclusively as the agent of the buyer, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be documented in the contract for purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent which supercedes all prior agreements, writings, and transactions for the creation of a leasehold or land sale exceeding one year's duration. (m) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission and which compensation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Sections 2079.14 and 2079.17 are complied with.

A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the buyer that the seller is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.
The following terms and conditions are hereby incorporated in and made a part of the: □ Residential Purchase Agreement, □ Manufactured Home Purchase Agreement, □ Business Purchase Agreement, □ Residential Lease or Month-to-Month Rental Agreement, □ Vacant Land Purchase Agreement, □ Residential Income Property Purchase Agreement, □ Commercial Property Purchase Agreement, □ other __________________________

dated ______________________, on property known as _________________________________

in which ___________________________ is referred to as ("Buyer/Tenant")
and ___________________________ is referred to as ("Seller/Landlord").

Date _____________________________

Buyer/Tenant ___________________________ Date _____________________________

Buyer/Tenant ___________________________ Seller/Landlord ___________________________

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

Date _____________________________

Buyer/Tenant ___________________________ Date _____________________________

Buyer/Tenant ___________________________ Seller/Landlord ___________________________

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Reviewed by
Broker or Designee ___________________________ Date ____________

ADDENDUM (ADM-11 PAGE 1 OF 1)
Internal Revenue Code ("IRC") Section 1445 provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person." California Revenue and Taxation Code Section 18662 provides that a transferee of a California real property interest must withhold tax unless an exemption applies.

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

1. PROPERTY ADDRESS (property being transferred): ____________________________ ("Property")
2. TRANSFEROR'S INFORMATION:
   Full Name ____________________________ ("Transferor")
   Telephone Number ____________________________
   Address (Use HOME address for individual transferees. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts and estates.)
   Social Security No., Federal Employer Identification No. or California Corporation No.

Note: In order to avoid withholding, IRC Section 1445 (b) requires that the Seller (a) provides this affidavit to the Buyer with the Seller’s taxpayer identification number ("TIN"), or (b) provides this affidavit, 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.

3. 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.

4. FEDERAL LAW: 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):
   - (For individual Transferees) I am not a nonresident alien for purposes of U.S. income taxation.
   - (For corporation, partnership, limited liability company, trust and estate Transferees) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

5. CALIFORNIA LAW: 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 California withholding law.

Certifications which fully exempt the sale from withholding:
   - The total sales price for the Property is $100,000 or less.
   - The Property qualifies as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 (owned and occupied as such for two of the last five years).
   - The Property was last used as my principal residence (or the decedent's, if being sold by the decedent's estate) within the meaning of IRC Section 121 without regard to the two-year time period.
   - The transaction will result in a loss or zero gain for California income tax purposes. (Complete FTB Form 593-E.)
   - The Property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and Transferee intends to acquire property similar or related in service or use to be eligible for non-recognition of gain for California income tax purposes under IRC Section 1033.
   - Transferee is a corporation (or an LLC classified as a corporation) that is either qualified through the California Secretary of State or has a permanent place of business in California.
   - Transferee is a partnership (or an LLC that is a disregarded single member LLC, classified as a partnership) and recorded title to the Property is in the name of the partnership or LLC. If so, the partnership or LLC must withhold from nonresident partners or members as required.
   - Transferee is exempt from tax under California or federal law.
   - Transferee is an insurance company, qualified pension/profit sharing plan, IRA or charitable remainder trust.

Certifications which may partially or fully exempt the sale from withholding:
   - The Property is being, or will be, exchanged for property of like kind within the meaning of IRC Section 1031.
   - Payments for the Property are being made in installments, the transferee is a non-resident seller and withholding will be applied to each principal payment.
   - As a result of the sale of the Property, Seller’s tax liability, calculated at the maximum tax rate regardless of Seller’s actual rate, will be less than the 3 1/3% withholding otherwise required. Seller will be required to sign a certification, under penalty of perjury, specifying the amount to be withheld. (Not to be used for sales closing prior to January 1, 2007)

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)

Buyer’s unauthorized use or disclosure of Seller’s TIN could result in civil or criminal liability.

Buyer (Buyer acknowledges receipt of a Copy of this Seller’s Affidavit)
Buyer Date ____________________________
Buyer Date ____________________________

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by ____________________________ Date ____________________________
IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board. 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 Internal Revenue Service 10% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. 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
2. Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

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.
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 4/11)

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

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 ( ) ( )

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Reviewed by __________ Date __________

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)
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 # 1:

Bedroom # 2:

Bedroom # 3:

Bedroom # 4:

Bedroom # 5:

Bath # 1:

Bath # 2:

Bath # 3:

Bath # 4:

Other Room:

Buyer's Initials (_______)/(_______)

Seller's Initials (_______)/(_______)
Property Address:  

Other Room:  

Other:  

Other:  

Other:  

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  

(Signature of Associate Licensee or Broker)  

Date

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.

Date  

SELLER  

Date  

SELLER  

Date  

BUYER  

Date  

BUYER  

Real Estate Broker (Firm Representing Seller)  

By  

(Associate Licensee or Broker Signature)  

Date

Real Estate Broker (Firm Representing Buyer)  

By  

(Associate Licensee or Broker Signature)  

Date

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## ESTIMATED SELLER PROCEEDS
(C.A.R. Form ESP, Revised 4/06)

**PROPERTY ADDRESS:**

This estimate is based on costs associated with _______________ type of financing.

**PROPOSED SALE PRICE:** $ _

**CHARGES BY EXISTING LIEN HOLDERS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest to payoff date (first loan)</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Interest (secondary financing)</td>
<td>_</td>
<td>_%</td>
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<tr>
<td>Prepayment penalty</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Demand and Reconveyance fees</td>
<td>_</td>
<td>_%</td>
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**ENCUMBRANCES (EXISTING LIENS)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secured Lines of Credit</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Bonds, Liens, etc.</td>
<td>_</td>
<td>_%</td>
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**OTHER EXPENSES & PRORATIONS**

<table>
<thead>
<tr>
<th>Item</th>
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<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Escrow Fee</td>
<td>_</td>
<td>_%</td>
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<tr>
<td>Title Insurance Policy</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Drawing, Notary and Recording Fees</td>
<td>_</td>
<td>_%</td>
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**ESTIMATED CREDITS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tr>
<td>Prorated Property Taxes</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Prorated Homeowners Dues</td>
<td>_</td>
<td>_%</td>
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**ESTIMATED SELLER PROCEEDS RECAP**

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Expected Sale Price</td>
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<td>_%</td>
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<tr>
<td>LESS Total Encumbrances</td>
<td>_</td>
<td>_%</td>
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<tr>
<td>LESS Total Estimated Expenses</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>PLUS Total Estimated Credits</td>
<td>_</td>
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**TOTAL ESTIMATED EXPENSES**

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Homeowners Dues</td>
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<td>_%</td>
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<tr>
<td>Buyer's Closing Costs</td>
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<td>_%</td>
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<tr>
<td>Natural Hazard Disclosure and/or other Reports</td>
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<td>_%</td>
</tr>
<tr>
<td>Wood Destroying Pest and/or other Inspection Fees</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Corrective Work and/or other Repairs</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Home Warranty Program</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Rents and Security Deposits</td>
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<td>_%</td>
</tr>
<tr>
<td>VA/FHA Discount Points and Fees</td>
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<td>_%</td>
</tr>
<tr>
<td>HOA Transfer and/or Move-Out Fees</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>Other</td>
<td>_</td>
<td>_%</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>LESS any Note Carried by Seller</td>
<td>_</td>
<td>_%</td>
</tr>
<tr>
<td>LESS any Federal/State Withholding</td>
<td>_</td>
<td>_%</td>
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**ESTIMATED SELLER CASH PROCEEDS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>_</td>
<td>_%</td>
</tr>
</tbody>
</table>

---

**Seller**

Date

**Real Estate Broker (Firm)**

DRE Lic. #

Date

**By (Agent)**

Address

City State Zip

Telephone Fax E-mail

---

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: □ California Residential Purchase Agreement, □ Residential Lease or Month-to-Month Rental Agreement, or □ Other: ____________________, dated ____________________, on property known as: _______________________________________________________________ ("Property") in which _______________________________________________________________ is referred to as Buyer or Tenant and _______________________________________________________________ is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may pose young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA’s LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER’S OR LANDLORD’S DISCLOSURE
   I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

   I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

   I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet “Protect Your Family From Lead In Your Home” or an equivalent pamphlet approved for use in the State such as “The Homeowner’s Guide to Environmental Hazards and Earthquake Safety.”

   For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

   I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

   ________________________ _____________________
   Seller or Landlord Date

   ________________________ _____________________
   Seller or Landlord Date

   Buyer’s Initials (_____) (_____)

   Reviewed by __________ Date ________
2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

(Please Print) Agent (Broker representing Seller or Landlord)  By  Associate-Licensee or Broker Signature  Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet “Protect Your Family From Lead In Your Home” or an equivalent pamphlet approved for use in the State such as “The Homeowner’s Guide to Environmental Hazards and Earthquake Safety.” If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant  Date  Buyer or Tenant  Date

4. COOPERATING AGENT’S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer)  By  Associate-Licensee or Broker Signature  Date

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REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020
FLD REVISED 11/10 (PAGE 2 OF 2)
Property Address: ____________________________________________
Owner of Property: ____________________________________________ ("Seller")
Owners Mailing Address: ____________________________________________

To: Homeowner Association ____________________________________________ ("HOA")
Pursuant to California Civil Code §1368 and the request of Seller, within 10 calendar Days from the date of this request, please provide to Seller the items or information listed on page 2 at the mailing address indicated above, or (if checked) to □ ____________________________________________

________________________________________________________________________

________________________________________________________________________

On page 2, please indicate whether the item is attached or not available. In the Explanation column provide the information requested, indicate if the item is not applicable or otherwise explain.

Seller or Seller's Agent ____________________________________________ Date __________________________

The documents and information provided by the HOA referenced above were provided by:

_________________________________________ Its __________________________
(print name) (title)

By signing below, the undersigned acknowledges that each has read, understands and has received a copy of this Homeowner Association Information Request.

Seller ____________________________________________ Date __________________________

Seller ____________________________________________ Date __________________________

Reviewed by ___________ Date ___________

HOMEOWNER ASSOCIATION INFORMATION REQUEST (HOA PAGE 1 OF 2)
### HOA Revise 11/10 (Page 2 of 2)

**Homeowner Association Information Request**

**For Common Interest Developments**

<table>
<thead>
<tr>
<th>Item</th>
<th>Attached</th>
<th>Not Available</th>
<th>Explanation (or if checked not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articles of Incorporation or statement that HOA is not incorporated</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CC&amp;Rs</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Bylaws</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Rules and Regulations</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Age restrictions, if any</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Pro Forma Operating Budget, or summary including reserve study</td>
<td></td>
<td>N/A</td>
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</tr>
<tr>
<td>Assessment and Reserve Funding</td>
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<td>Disclosure Summary</td>
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<td>N/A</td>
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<td>Financial Statement Review</td>
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<td>Special Assessment</td>
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<td>Other unpaid obligations of Seller</td>
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<tr>
<td>Approved changes to assessments</td>
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<tr>
<td>Settlement Notice Regarding Common Area Defects</td>
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<td>Preliminary list of defects</td>
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<td>Name of contact information of other HOAs governing the property</td>
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<tr>
<td>Pending or anticipated claims or litigation by or against HOA</td>
<td></td>
<td>N/A</td>
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<td>Most recent 12 Months of HOA Minutes</td>
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<tr>
<td>Number of designated parking spaces</td>
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<td></td>
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<tr>
<td>Location of parking spaces</td>
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</tr>
<tr>
<td>Number of designated storage spaces</td>
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<tr>
<td>Location of storage spaces</td>
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<td>Private Transfer Fees and/or Taxes</td>
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<td>Rental Restrictions</td>
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<td>Pet Restrictions</td>
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<td>Smoking Restrictions</td>
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<tr>
<td>Any other document required by law</td>
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<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**HoA** ___________________________ Date _______________

By ___________________________ Title ___________________________

Seller ___________________________ Date _______________

Seller ___________________________ Date _______________

I acknowledge receipt of a copy of each item checked above. This document may be executed in counterparts.

**Buyer** ___________________________ Date _______________

**Buyer** ___________________________ Date _______________

---

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525 South Virgil Avenue, Los Angeles, California 90020

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**Reviewed by ____________ Date _______________**
1. EXCLUSIVE RIGHT TO LEASE: ___________________________________________ ("Owner") hereby employs and grants ___________________________________________ ("Broker") the exclusive and irrevocable right to lease or rent the real property in the City of ________________________________, County of ________________________________, California, described as ________________________________ ("Premises").

2. LISTING TERMS:
   A. RENT AMOUNT: ____________________________________________________ Dollars $___________ per ____________ ___________________________.
   B. SECURITY DEPOSIT: ________________________________________________ ___________________________.
   C. TYPE OF TENANCY: (Check all that apply): [ ] Month-to-month; [ ] One year [ ] Other ________________________________ ___________________________.
   D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property:
   E. ITEMS EXCLUDED FROM LEASE/RENTAL: [ ] Garage/Carport; ________________________________ ___________________________.
   F. ADDITIONAL TERMS: ______________________________________________ ___________________________.

3. COMPENSATION: 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 Owner and Broker (real estate commissions include all compensation and fees to Broker).
   A. Owner agrees to pay Broker as compensation for services, irrespective of agency relationship(s):
      (1) For fixed-term leases:
          (a) Either (i) [ ] ____________ percent of the total rent for the term specified in paragraph 2 or (ii) [ ] ____________________________ ;
          (b) Owner agrees to pay Broker additional compensation of ____________________________ ;
              if a fixed term lease is executed and is extended or renewed. Payment is due upon such extension or renewal.
      (2) For month-to-month rental: either (i) [ ] ____________ percent of ____________________________ ; or (ii) [ ] ____________________________ .
      (3) The following terms apply whether the tenancy is for a fixed term or month-to-month:
          (a) If during the Listing Period, or any extension thereof, Broker acquires, procures or assists another broker who offers to lease the Premises on the above terms or on any additional terms acceptable to Owner, (Broker is entitled to compensation whether the tenancy resulting from such offer begins during or after the expiration of the Listing Period.)
          (b) If Owner, within ____________ calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone (“Prospective Transferee”) or that person’s related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker procured the Premises. Owner, however, shall have no obligation to Broker under this subparagraph 3A(3)(a) unless, not later than 5 calendar days after the end of the Listing Period or any extension, Broker has given Owner a written notice of the names of such Prospective Transferees.
          (c) If, without Broker’s prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.
   B. If commencement of the lease or rental is prevented by a party to the transaction other than Owner, then compensation due under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered and the above compensation, first deducting title and escrow expenses and the expenses of collection, if any.
   C. In addition, Owner agrees to pay:

D. Broker may retain compensation due from any Tenant payments collected by Broker.
   E. Owner agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to ____________ percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant’s direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.
   F. Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.
   G. (1) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: ________________________________ ___________________________.
      (2) If Premises are leased or rented to anyone listed in 3G(1) during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner with respect to such transaction.

4. TENANT PAYMENTS: Broker is authorized to accept and hold from a prospective Tenant, a deposit to be ____________________________ ___________________________.
   After execution of a fixed term or month-to-month lease, payments received from Tenant shall be given to Owner or ____________________________ ___________________________.

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Owner acknowledges receipt of a copy of this page.

Reviewed by ____________________________ Date ____________________________

Prepared using zipForm® software
5. KEYSAFE/LOCKBOX: (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

6. SIGN: (If checked) Owner authorizes Broker to install a FOR LEASE sign on the Premises.

7. MULTIPLE LISTING SERVICE: Information about this listing will (or will not) be provided to a multiple listing service(s) ("MLS") of Broker’s selection. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.

8. SECURITY AND INSURANCE: Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.

9. OWNERSHIP, TITLE AND AUTHORITY: Owner warrants that: (i) Owner is the legal owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this contract and lease or rent the Property. Exceptions to ownership, title and authority:

10. LEAD-BASED PAINT DISCLOSURE: The Premises were were not constructed prior to 1978. If the Premises were constructed prior to 1978, Owner is required to complete a federally mandated and approved lead-based paint disclosure form and pamphlet, which shall be given to Tenant prior to or upon execution of a lease or rental agreement.

11. OWNER REPRESENTATIONS: Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner’s ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.

12. TAX WITHHOLDING: If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed $1,000 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.

13. BROKER’S AND OWNER’S DUTIES: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney’s fees arising from any incorrect information supplied by Owner, whether contained in any document, omitted therefrom or otherwise, or from any material facts that Owner knows but fails to disclose.

14. AGENCY RELATIONSHIPS:

A. Disclosure: If the Premises includes residential property with one to four dwelling units, and the listing is for a tenancy in excess of one year, Owner acknowledges receipt of the “Disclosure Regarding Agency Relationships” form (C.A.R. Form AD).

B. Owner Representation: Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3G.

C. Possible Dual Agency With Tenant: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and Tenant. Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker’s firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Tenant.

D. Other Owners: Owner understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner’s Premises. Owner consents to Broker’s representation of owners and tenants of other properties before, during and after the end of this Agreement.

E. Confirmation: If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Owner’s execution of such lease.

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

16. ATTORNEY’S FEES: In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney’s fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 20A.

17. ADDITIONAL TERMS:

18. MANAGEMENT APPROVAL: If a salesperson or broker-associate enters this Agreement on Broker’s behalf, and Broker/Manager does not approve of its terms, Broker/Manager has the right to cancel this Agreement, in writing, within 5 calendar Days After its execution.

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Owner and Owner’s successors and assigns.

20. DISPUTE RESOLUTION:

A. MEDIATION: Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraph 20B(2) below applies whether or not the Arbitration provision is initiated. Mediation fees, if Owner acknowledges receipt of a copy of this page.

Reviewed by ______________________ Date __________
any, shall be divided equally among the parties involved. If, for any, dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. This MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIATED.

B. ARBITRATION OF DISPUTES: (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 19B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic’s lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

“WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Owner’s Initials _______ / _______ Broker’s Initials _______ / _______

21. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive 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. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner acknowledges Owner has read, understands, received a copy of and agrees to the terms of this Agreement.

Owner
Print Name ____________________________ Date ____________________________
Address ____________________________ City ____________________________ State ______ Zip ______
Telephone ____________________________ Fax ____________________________ E-mail ____________________________

Owner
Print Name ____________________________ Date ____________________________
Address ____________________________ City ____________________________ State ______ Zip ______
Telephone ____________________________ Fax ____________________________ E-mail ____________________________

Real Estate Broker (Firm) ____________________________
By (Agent) ____________________________ DRE Lic. # ____________________________ Date ____________________________
Address ____________________________ City ____________________________ State ______ Zip ______
Telephone ____________________________ Fax ____________________________ E-mail ____________________________

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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NATURAL HAZARD DISCLOSURE STATEMENT
(C.A.R. Form NHD, Revised 10/04)

This statement applies to the following property: ________________________________

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone “A” or “V”) designated by the Federal Emergency Management Agency.
Yes _______ No _______ Do not know and information not available from local jurisdiction _______

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes _______ No _______ Do not know and information not available from local jurisdiction _______

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _______ No _______

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state’s responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _______ No _______

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _______ No _______

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) _______ Yes (Liquefaction Zone) _______
No _______ Map not yet released by state _____
Property Address: ________________________________ Date: __________________

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.

THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) __________________________ Date __________________

Signature of Transferor(s) __________________________ Date __________________

Agent(s) __________________________________________ Date __________________

Agent(s) __________________________________________ Date __________________

Check only one of the following:

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☐ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) __________________________ Date __________________

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the transferor’s or agent’s disclosure obligations in this transaction.

Signature of Transferee(s) _________________________________ Date __________________

Signature of Transferee(s) _________________________________ Date __________________

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PROBATE LISTING AGREEMENT
Under Authority of the Probate Code
(C.A.R. Form PL, Revised 4/06)

1. EXCLUSIVE RIGHT TO SELL: ________________________________ ("Seller"),
the court-appointed representative of the ☐ estate ☐ conservatorship or ☐ guardianship identified by Superior Court case name as ________________________________,
Case # ________________________________, hereby employs and grants ________________________________ ("Broker") the exclusive and irrevocable right, commencing on (date) ________________________________ and expiring at 11:59 P.M. on (date) ________________________________ ("Listing Period") (not to exceed 90 days), to sell or exchange the real property in the City of ________________________________, County of ________________________________, California, described as follows: ________________________________ ("Property").

2. COURT CONFIRMATION of any sale ☐ is required (limited authority) ☐ may not be required (full authority).

3. TERMS OF SALE:
A. LIST PRICE: The listing price shall be ________________________________ ($ ________________________________).
B. PERSONAL PROPERTY: The following items of personal property are included in the above price: ________________________________.
C. ADDITIONAL TERMS: ________________________________.

4. MULTIPLE LISTING SERVICE: Information about this listing ☐ will ☐ will not be provided to a multiple listing service ("MLS") of Broker's selection and all terms of the transaction will be provided to the MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS Rules. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS or can prohibit this listing or certain information from or about it from appearing on certain internet sites if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R.Form SEL or the locally required form) instructing Broker to withhold the listing from theMLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

5. TITLE: Seller warrants that title to the Property is as follows: ________________________________.

6. COMPENSATION TO BROKER:
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker. (Local court rules may establish maximum permissible amounts.)
A. Seller agrees to pay to Broker from the proceeds of the sale, as compensation for services, irrespective of agency relationships, and subject to California Probate Code, or an amount determined by the court, either ☐ ________________ percent of the sales price OR ☐ $ ________________, AND
   if during the Listing Period, or any extension, Broker, cooperating broker, Seller, or any other person, produces a buyer who purchases the Property on the above price and terms or any other terms and conditions acceptable to Seller, Broker is entitled to compensation (whether any escrow resulting from such offer closes during or after the expiration of the Listing Period),
B. Broker is authorized to cooperate with other brokers and divide with other brokers the above compensation in any manner acceptable to Broker, or as allowed or determined by the Court.
C. Seller warrants that Seller has no obligation to pay compensation to any other Broker regarding the transfer of the Property except:
   If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (a) Broker is not entitled to compensation under this Agreement; and (b) Broker is not obligated to represent Seller with respect to such transaction.

Seller acknowledges receipt of a copy of this page.
Seller's Initials (________) (________) Reviewed by __________ Date __________

PL REVISED 4/06 (PAGE 1 OF 2)

PROBATE LISTING AGREEMENT (PL PAGE 1 OF 2)

Agent: _____________________________ Phone: 909.624.2583 Fax: 909.542.3735 Prepared using zipForm® software
Broker: Blue Sky Real Estate Center 4969 Palo Verde St. #205-B Montclair, CA 91763
7. BROKER’S AND SELLER’S DUTIES: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted therefrom or otherwise, or from any material facts which Seller knows but fails to disclose.

8. AGENCY RELATIONSHIPS: Broker shall act as the agent for Seller in any resulting transaction. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties (“Buyer”). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker’s firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller’s Property. Seller consents to Broker’s representation of sellers and buyers of other properties before, during and after the expiration of this Agreement.

9. DEPOSIT: Broker is authorized to accept and hold on Seller’s behalf a deposit to be applied toward the sales price.

10. LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)’ written permission for use of a keysafe/lockbox. (C.A.R. Form KLA).

11. SIGN: (If checked:) ☐ Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.

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

13. ADDITIONAL TERMS: ☑ Probate Advisory (C.A.R. Form PAL)

14. ENTIRE CONTRACT: All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller warrants that Seller has the authority to execute this Agreement.

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

Date ______________________ at, California ______________________

By ____________________________________________________________

Court-Appointed Representative(s) of ______________________________

Address ________________________________________________________

City ______________________ State ______ Zip ______________________

Telephone ______________________ Fax ______________________ E-mail ______________________

Date ______________________ at, California ______________________

By ____________________________________________________________

Court-Appointed Representative(s) of ______________________________

Address ________________________________________________________

City ______________________ State ______ Zip ______________________

Telephone ______________________ Fax ______________________ E-mail ______________________

Real Estate Broker (Firm) _________________________________________

DRE Lic. # ______________________

By (Agent) _____________________________________________________

DRE Lic. # ______________________ Date ______________________

Address ________________________________________________________

City ______________________ State ______ Zip ______________________

Telephone ______________________ Fax ______________________ E-mail ______________________
PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES
(C.A.R. Form PAL, Revised 4/11)

The sale of the Property described as (address), pursuant to the attached Probate Listing Agreement (C.A.R. Form PL) is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:
1. TDS, NHD, Mello-Roos: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."

2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.

3. Smoke Detectors: The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:
1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.

2. 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 Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.

3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.

4. 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.

5. Carbon Monoxide Devices: The sale is not exempt from the State requirements 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.

6. Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.

7. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

Buyer's Initials (_______) (_______) Seller's Initials (_______) (_______)

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8. **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 AID.

   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.

**OTHER CONSIDERATIONS:**

1. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.

2. **Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner 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 the executor or administrator of the estate.

3. **Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

4. **Court Confirmation/Independent Authority:**

   The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

   If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

   Date ___________________________ Date ___________________________

   Seller ___________________________ Seller ___________________________
SA REvised 11/10 (Page 1 Of 2)

Seller's Advisory

Property Address: _____________________________________________

(“Property”)

1. INTRODUCTION: Selling property in California is a process that involves many steps. From start to finish, it can take anywhere from a few weeks to many months, depending upon the condition of your Property, market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. DISCLOSURES:

A. General Disclosure Duties: You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If the Property you are selling is a residence with one to four units, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.

B. Statutory Duties: (For one-to-four Residential Units):

(1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement (“TDS”), and a Natural Hazard Disclosure Statement (“NHD”). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.

(2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled “The Homeowner's Guide to Earthquake Safety,” “The Commercial Property Owner's Guide to Earthquake Safety,” “Protect Your Family From Lead in Your Home” and “Environmental Hazards: A Guide For Homeowners and Buyers.” Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.

(3) If you know that your property is: (i) located within one mile of a former military ordinance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act.

(4) If the TDS, NHD, or lead, military ordinance, commercial zone or Mello-Roos disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are several exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.

C. Death and Other Disclosures: Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred on or near the property; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus.” This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property.”

D. Condominiums and Other Common Interest Subdivisions: If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

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SA REVISED 11/10 (PAGE 1 OF 2)

Seller's Initials ( ) ( )

Reviewed by Date

Agent: __________________________ Phone: 909.624.2583 Fax: 909.542.3735 Prepared using zipForm® software

Broker: Blue Sky Real Estate Center 4959 Palo Verde St. #205-B Montclair, CA 91763
3. CONTRACT TERMS AND LEGAL REQUIREMENTS:
A. Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
B. Withholding Taxes: Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
C. Prohibition Against Discrimination: Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
D. Government Retrofit Standards: Unless exempt, you must comply with government retrofit standards, including, but not limited to, installing operable smoke detectors, bracing water heaters, and providing the buyer with corresponding written statements of compliance. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine the retrofit standards for your Property, the extent to which your Property complies with such standards, and the costs, if any, of compliance.
E. EPA’s LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.
F. Legal, Tax and Other Implications: Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. MARKETING CONSIDERATIONS:
A. Pre-Sale Considerations: You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional home inspections prior to sale, both generally, and for wood destroying pests and organisms, such as termites. By doing this, you then have an opportunity to make repairs before your Property is offered for sale, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a pest control report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
B. Post-Sale Protections: It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
C. Safety Precautions: Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
D. Expenses: You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS:

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

Seller ___________________________ Date ______________
Print Name ___________________________

Seller ___________________________ Date ______________
Print Name ___________________________

Real Estate Broker ___________________________ By (Agent) ___________________________
Address ___________________________ City __________ State _______ Zip __________
Telephone ___________________________ Fax ___________________________
E-mail ___________________________

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This Short Sale Information and Advisory is intended to give general information regarding short sales, their potential impact, and the rights and responsibilities of the parties involved. It is not intended as legal advice for any particular property owner or buyer. Seller and Buyer should consult with their own professional advisors for legal, tax, credit and personal advice. Real estate brokers will not provide such advice.

1. **WHAT IS A SHORT SALE:** A short sale is the name used to describe a real estate transaction where the seller’s lender(s) agree to allow the property owner to sell the property for less than the amount of the loan(s) secured by the property. The consent of the seller’s lender(s) is necessary because without it there would not be enough money from the sale to pay off the lender(s) in full and to pay other costs of the sale. As a result, the lender’s lien(s) would remain on title, and the seller would be unable to transfer title to the buyer free of monetary liens. (Properties that are worth less than the amount owed to the secured lender(s) are often referred to as being “underwater” or distressed properties).

2. **ALTERNATIVES TO A SHORT SALE:** Owners of distressed or underwater properties are faced with difficult choices that could have financial and emotional consequences. Any of the following or other alternatives potentially have negative tax or credit consequences, or both, for the owner:
   
   A. **A loan modification** is an arrangement between a borrower and a lender. It can involve a reduction in the interest rate on the loan, a deferment in payments on the loan, an extension of time to pay back the loan, a reduction in principal of the loan, a combination of these possibilities, or other changes to the repayment plan. A loan modification requires the consent of both lender and borrower.
   
   B. **A foreclosure** is a legal process through which the lender acquires title to the property from a borrower who has stopped making payments on a loan. The lender can foreclose whether or not the borrower consents.
   
   C. **A deed in lieu of foreclosure** occurs when the borrower offers to transfer the property to the lender, in lieu of the lender having to go through the foreclosure process, and the lender agrees to accept title to the property from the borrower and forgives the debt. A deed in lieu of foreclosure requires the consent of both lender and borrower.
   
   D. **Bankruptcy** is a legal action typically filed by a borrower to have debt(s) discharged. An automatic stay occurs as soon as a borrower files bankruptcy, staying all actions against the borrower. While a petition for bankruptcy can have the effect of delaying a foreclosure, it does not necessarily prevent a foreclosure from eventually occurring. No lender consent is required for a borrower to file bankruptcy.

3. **LENDER AGREEMENT TO SHORT SALE:** In order for a short sale to be completed, the lender(s), at a minimum, must agree to release the property from the lender(s) lien(s) to allow the sale. The lender(s) may or may not agree to reduce the amount owed to satisfy the debt. If not, the lender(s) may continue to pursue the borrower for payment of the balance of the debt. Prior to granting approval of the sale, the lender(s) may require the borrower to disclose all of the borrower’s assets. They may require that the borrower liquidate other assets. They may require that the borrower sign an agreement to repay some or all of the debt at some later time. They may require that the borrower secure the unpaid debt with other assets owned by the borrower. Additionally, they will generally require that the transaction be arm’s length, and that all terms of any benefit conferred on the seller be fully disclosed and that the Seller cannot stay in the Property following the Sale. Finally, many first lien holders will limit the amount they will allow to be paid to a second lienholder, further complicating negotiations for the short sale. The lender will usually submit a “term sheet” to the borrower indicating the terms to which lender(s) will agree. If the Seller and Buyer do not modify their contract to comply with the lender(s) terms, the lender(s) may not permit the short sale to proceed. Seller is strongly advised to seek legal and tax advice regarding review of the term sheet. Brokers cannot and will not give legal or tax advice on the lender’s term sheet or its effect on the Buyer and Seller’s agreement or on the consequences to Buyers and Sellers should they proceed to close. There is no assurance that once the lender(s) have begun short sale negotiations, they will discontinue the foreclosure process.

4. **SELLER’S CONTINUING LIABILITY ON THE DEBT:** Many borrowers who attempt a short sale are concerned with whether the borrower is released from any further liability to the lender(s) or whether the lender can pursue the borrower for any unpaid balance of the debt. Some refer to continuing liability as a deficiency judgement. Generally speaking, a deficiency judgement is the right of a lender to pursue the borrower for the difference between the amount the lender receives and the amount the borrower owes on the debt. Deficiency judgements in California are prohibited in certain circumstances.

Buyer's Initials (__________) (__________)  Seller's Initials (__________) (__________)

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Reviewed by _______ Date _______
A. Short Sale:

1. While deficiency judgement laws in California apply to foreclosure proceedings, these restrictions do not necessarily apply to lender(s) ability to pursue a borrower for unpaid balance on a loan following a short sale. A foreclosure is an involuntary legal proceeding resulting in loss of property by the borrower. A short sale, on the other hand, is a consensual agreement between borrower and lender(s). As a result, some lenders in negotiating a short sale will want the owner to sign a note for the balance of the unpaid principal. Other lenders will release the lien only but not forgive the underlying debt. Some lenders will “reserve their rights.” One of the reasons for the seemingly inconsistent lender terms is that the lenders fund loans in many states throughout the country and many states do not have the same anti-deficiency rules as California. Thus, whether lender retains the right to pursue a deficiency following a short sale becomes a negotiable term for each sale.

2. Beginning January 1, 2011, a lender who approves a short sale is not permitted to seek a deficiency against the borrower if the loan is secured by a first Trust Deed on residential property containing 1-4 units. The January 1, 2011 law does not apply to (i) short sale approvals by junior lienholders or (ii) senior lienholders on other types of property or (iii) a Borrower who has committed fraud or waste.

B. Purchase Money Loans: Loans given by lenders to purchase 1-4 unit properties, one of which will be occupied by the borrower, and seller-financed purchases are subject to “purchase money” anti-deficiency protection rules. Generally, this means that the lender cannot pursue the borrower for any deficiency after the property is foreclosed upon by the seller or lender, whether the seller or lender uses a non-judicial trustee sale or a judicial foreclosure. Refinancing a purchase money loan causes it to lose any purchase money protection it might have.

C. Trustee Sales: If a lender forecloses by non-judicial trustee sale instead of by judicial foreclosure, that lender is barred from seeking any deficiency from the borrower after the trustee sale, even if the loan was not purchase money.

D. Refinanced Liens: The anti-deficiency protections become much less clear for loans that are refinanced. Generally, loans that are refinanced lose their “purchase money” protection. Lenders extending refinances may be able to pursue a deficiency judgment against the borrower directly following a judicial foreclosure.

E. Junior Liens: The anti-deficiency protections for Junior Liens are also somewhat unclear. Junior liens used to purchase the residence (such as 90/10 first and second) would have “purchase money” protection generally. However, junior liens that are refinanced or junior liens that are used to take out equity do not have “purchase money” protection. Such “non purchase money” junior lienholders may be able to pursue a deficiency judgment against the borrower directly after a Trustee sale by a senior lienholder or after a judicial foreclosure by the junior lienholder.

Although the law is not entirely clear, home equity loans (HELOCs) may fall into this category.

5. CREDIT AND TAX CONSEQUENCES:

A. CREDIT: All of the owner’s options discussed above will most likely have a negative impact on the owner’s credit and on the owner’s ability to finance or purchase property for some time. The credit impact and length of time the owner would have difficulty in obtaining a loan to purchase property again, or to be approved for any other credit transactions such as obtaining a credit card, leasing an apartment, or even to gain employment, varies. Lenders may view short sales and alternatives differently depending on their own underwriting guidelines and those established by governmental or quasi-governmental bodies. To find out more information about the impact to your credit score, go to www.myfico.com.

B. TAX: With some exceptions, a reduction or discharge of a debt obligation by a lender results in income to the borrower. The income might not be taxable if the debt was being used to purchase, build, or substantially improve a borrower’s principal residence. Another exception exists if the forgiveness of debt results from a situation where the lender is barred by law from collecting the debt, as in a foreclosure of purchase money debt. Insolvency and bankruptcy rules can also shield a borrower from forgiveness of debt income. Generally, when any debt is forgiven by a lender, they are required to provide the borrower a 1099 and it will be up to the borrower to make the proper claim on their tax return to avoid debt forgiveness income. Some of these rules are temporary, and state laws and federal laws differ. Broker has advised Seller that if Lender agrees to accept less than full payment, the difference may result in taxable income to Seller even though Seller does not receive any cash proceeds from the sale. Seller may also be taxed on the gain in value of the Property from the date of Seller’s purchase to the date of sale, regardless of the amount of any existing Loans/Liens.

C. PROFESSIONAL ADVICE: Seller advised to discuss with an attorney, CPA or other professional of Seller’s choosing before (i) accepting any offer to present to lender or (ii) agreeing to any changes requested by lender to an already accepted contract.

6. POTENTIAL IMPROPIETIES: It is an unfortunate reality that many persons, including real estate licensees, mortgage lenders, and attorneys, among others, have taken advantage of owners of underwater or distressed properties. Some of the schemes present themselves as “rescues” of the homeowner, promising to let them stay in the property, to protect their credit, or to provide payments to them after closing, and usually outside of the escrow. Both the California Department of Real Estate (DRE) (http://www.dre.ca.gov) and the California Attorney General (http://www.ag.ca.gov) have issued written warnings of potential red flags in short sales and other rescue schemes. Some of these red flags are:
A. **No license:** The DRE believes that a real estate license is generally required to negotiate any short sale.

B. **Up-front fees:** No real estate licensee can collect any up-front or advance fee without having first obtained a “no objection” letter from the DRE and no up-front fees may be taken for arranging a loan modification.

C. **Surcharges:** Charges by third parties that are not disclosed to the short sale lender and usually paid outside of escrow.

D. **Straw buyers and house flipping:** Buyers misrepresent the value of the property to the short sale lender and flip the property to another buyer already in place.

E. **Other:** Other potential red flags include: guarantees to stop the foreclosure; instructions not to contact the lender; transfer of title prior to close (often to a trust) as a condition of negotiating with the lender; the buyer is an LLC; the buyer wants a power of attorney from the seller; and the buyer hires the third party negotiator or wants to negotiate directly with the lender.

While most of the activities on the above list on their face are not fraudulent, they serve as warning signs that the owner and the real estate agents involved should proceed with caution.

7. **BUYER CONSIDERATIONS:** Short sales are often difficult transactions taking considerably longer than a typical real estate transaction to complete. There is no guarantee that the lender or lenders will agree to the terms of the purchase offer or that they will respond in any timely fashion or even respond at all. There is no guarantee that the seller will agree to any terms proposed by the lender as a condition of releasing the lien or the debt on the property. Buyers may expend money on inspections, loan applications, escrow fees and other costs that they will not be able to recover from anyone if the lender does not approve the transaction. Buyers may also have difficulty obtaining the return of their deposit in escrow, if the seller becomes noncommunicative during the short sale process. Generally, sellers also have the right to continue to give offers to their lender(s) even if they have a contract with an existing buyer. Brokers cannot give any assurances as to what will happen. Buyers are strongly cautioned that any undisclosed and unapproved payments to junior lienholders or to seller or to outside third party negotiators may be a form of lender fraud. Buyers are also strongly cautioned that writing offers on more than one short sale property with the intent to purchase only one such property could be a misrepresentation giving rise to legal claims by the seller including a claim for the buyer’s deposit.

8. **BROKER ROLE:** A real estate broker cannot give legal or tax advice in connection with any of the options available to the borrower nor can the broker suggest what is the best course of action for the owner. Unfortunately, the owner is faced with extremely difficult choices having a lasting impact on the owner. Owners are strongly cautioned that they must seek legal and tax advice in what is not only a choice impacting taxes and credit, but also personal issues affecting the owner and often the owner’s family. The broker’s role is to assist the owner with the actual sale of the property in a short sale transaction, not to provide legal or tax advice or to guarantee the best possible outcome for the parties, or to assure the buyer that any particular transaction will be completed. Brokers do not, and cannot, assure that either the Seller or the Buyer will perform on their agreement or that the lender(s) will agree to any of the terms presented. Brokers are not a party to the contract between Buyer and Seller.

9. **BROKER AUTHORITY:** Seller authorizes Broker to: (1) market the Property for sale, (2) contact lenders concerning lender’s approval of a Short Sale (C.A.R. Form ARC) and Seller agrees to give Broker any necessary information to negotiate with lender, and (3) advertise in the MLS and other advertising medium that the Property transfer, sales price and payment of commissions are subject to Lenders approval. If lenders will not cooperate, Broker may cancel the listing agreement.

- Seller □ Buyer □
- Seller □ Buyer □
- Seller □ Buyer □
- Seller □ Buyer □

Real Estate Broker (Selling Firm)

By (Agent) ____________________________ Date __________

Address ____________________________ City __________ State ______ Zip ______

Telephone ____________________________ Fax ______ E-mail ______

Real Estate Broker (Listing Firm)

By (Agent) ____________________________ Date __________

Address ____________________________ City __________ State ______ Zip ______

Telephone ____________________________ Fax ______ E-mail ______

Reviewed by __________ Date __________
WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM
(C.A.R. Form WPA, Revised 4/10)

This is an addendum to the □ California Residential Purchase Agreement or □ Other ____________________________ ("Agreement"), dated ____________________________, on property known as ____________________________ ("Property"), between ____________________________ ("Buyer") and ____________________________ ("Seller").

1. Unless otherwise specified, the Agreement permits the Buyer to inspect the property and investigate its condition. One of the inspections the Buyer may obtain is for wood destroying pests and organisms “Wood Pest Report”. Whether obtained and paid for by Buyer or Seller, Buyer’s review and approval of a Wood Pest Report would generally be covered by the inspection contingency of the Agreement. Before Buyer removes or waives the inspection contingency, or other contingency specifically related to a Wood Pest Report, Buyer may cancel the Agreement if dissatisfied with the condition described in the Wood Pest Report, even if this Wood Pest Addendum is not made part of the Agreement.

2. A. The Wood Pest Report shall be paid for and prepared as specified in the Agreement, or if checked, □ Buyer □ Seller shall pay for a Wood Pest Report prepared by ____________________________, a registered Structural Pest Control company.

B. The Wood Pest Report shall cover the main building and attached structures and, if checked: □ detached garages and carports □ detached decks □ the following other structures on the Property: ____________________________. The Wood Pest Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Wood Pest Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent.

C. The Wood Pest Report shall be separated into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2).

(1) (Section 1) □ Buyer □ Seller shall pay for work recommended to correct “Section 1” conditions described in the Wood Pest Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.

(2) (Section 2) □ Buyer □ Seller shall pay for work recommended to correct “Section 2” conditions described in the Wood Pest Report if requested by Buyer.

D. If the Wood Pest Report identifies inaccessible areas, and Buyer requests inspection of those inaccessible areas, the person identified in C1 shall pay for the cost of entry, inspection and closing of only those inaccessible areas where Section 1 conditions are discovered and Buyer shall pay for the cost of entry, inspection and closing of all other inaccessible areas.

E. Seller shall Deliver to Buyer, prior to Close Of Escrow, with a written Pest Control Certification of Completion showing that no infestation or infection is found or that required corrective work is completed. If paragraph 2A does not refer to a specific registered Structural Pest Control company and Seller obtains more than one Wood Pest Report pursuant to this Addendum, Seller may choose which Wood Pest Report to use as the basis of the Certification of Completion provided that Seller Delivers to Buyer all Wood Pest Reports obtained by Seller before Buyer removes any contingency for Wood Pest inspection.

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

Date ____________________________  Date ____________________________

Buyer ____________________________  Seller ____________________________

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Reviewed by ____________________________ Date ____________________________
WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE
(C.A.R. Form WHSD, Revised 11/10)

Property Address:

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.

2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.

3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.

4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller
(Signature) (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer
(Signature) (Print Name) Date

SMOKE DETECTOR STATEMENT OF COMPLIANCE

1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal’s regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobile homes have an operable smoke detector in each sleeping room.

2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.

3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).

4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.

5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller
(Signature) (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer
(Signature) (Print Name) Date

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