MULTIPLE LISTING SERVICE ADDENDUM

(C.A.R. Form MLSA, Revised 9/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, ☐ Other _____ _____ ("Agreement"), dated _____, on property known as ***123 ABC Street, Lancaster, 93535*** in which _____ is referred to as ("Seller") and ***Berkshire Hathaway Home Services Troth, Realtors*** is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? An MLS is an organization that brokers join to work cooperatively to benefit their clients by establishing rules of cooperation between real estate agents resulting in detailed information about properties for sale, and any resulting transaction, being made available to other agents and their clients. The MLS manages these property records to ensure their accuracy and fair distribution to agents, appraisers and consumers. The MLS also enforces rules on property access and fair advertising practices. Most residential real estate practitioners in any given area belong to an MLS. An MLS may also be part of a reciprocal or data sharing agreement in which the MLS shares the property and listing details with the real estate practitioners of other neighboring multiple listing services. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS.

B. REALTOR® OWNED MLSs: Many MLSs are REALTOR® owned and are obligated to comply with the rules promulgated by the National Association of REALTORS® ("NAR"). The rules of those MLSs provide that once a seller's listing has been publicly marketed, as defined in **paragraph 3**, the broker who has taken the listing and who belongs to a REALTOR® owned MLS shall submit information describing the price, terms, and conditions under which the seller's property is offered for sale to the MLS. REALTOR® owned MLSs will not publish offers of compensation from a seller's broker to a buyer's broker.

C. WHAT INFORMATION IS PROVIDED TO THE MLS AFTER SALE: All terms of the transaction, including sales price and, if applicable, financing and concessions, **(i)** will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and **(ii)** may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

D. WHAT IS BROKER'S MLS? Broker belongs to the Multiple Listing Service (MLS) specified in **paragraph 2E(1)** of the Agreement and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2E(1)** of the Agreement is not the primary MLS for the geographic area of the Property. When required by **paragraph 3** of this MLSA or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING AN MLS; IMPACT OF OPTING PROPERTY OUT OF AN MLS

A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who belong to that MLS or a reciprocating MLS. That MLS may further send the details about the property listed to internet sites that post property listings online. Exposure of a seller's property through the MLS is intended to maximize publicity of the seller's property to the marketplace of potential buyers and real estate licensees in anticipation that the more awareness there is that the seller's property is for sale, the more likely it is that the seller can achieve the goals of the listing.

B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and **(v)** the scope of marketing will consist only of direct one-on-one promotion between the brokers and agents and their respective clients.

C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. Limiting exposure of the Property to only the agents and clients of Broker may result in the Property being on the market for a longer period than if it was more widely exposed to the other brokers that belong to the MLS and to the public.

D. NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC AND PRIVATE MARKETING OF PROPERTY; "CLEAR COOPERATION POLICY":

A. Unless **paragraph 3E** is checked, the MLS to which Broker will submit the listing has adopted the policy of the NAR which requires that exclusive and seller reserved listings for residential real property with one to four units and vacant lots be submitted to the MLS within 1 business day of any public marketing ("Clear Cooperation").

B. Public marketing includes but is not limited to: Flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public.

C. In guidance from NAR, private marketing permits all agents affiliated with Broker to engage in one-to-one promotion between these agents and their clients and one-to-one promotion with other licensees, who may communicate to their clients. (**NOTE**: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)

D. Different status options may be available for exclusive or seller-reserved listings taken by members of the MLS. Marketing options for listings submitted to the MLS may include: Full Exposure; Delayed Marketing, and if available by the MLS, Coming Soon (or equivalent status). The status option for listings not submitted to the MLS is usually Office Exclusive. See **paragraph 5** for further information.

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OR E. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs used by Broker to market the Property do not have a Clear Cooperation Policy that applies to the Property. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

4. PROPERTY LISTING INFORMATION ON THE INTERNET: An MLS can send information about properties listed on the MLS to public real estate portals, including those operated by the MLS and additional internet sites operated by brokers and agents. MLS can also syndicate information about listed properties by providing them to various advertising outlets, increasing the exposure of the for-sale property. Seller can instruct Broker to give the MLS instructions to the contrary (see **paragraph 6A** below). Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:

A. TOTAL INTERNET OPT OUT: Seller may prevent the Property from being marketed on the Internet which will keep the Property in the MLS systems only for access by other brokers, their agents, and their customers, but the Property listing will NOT be displayed outside of the MLS systems on 1) real estate portals, 2) Broker's own website or social media, 3) other cooperating MLS broker or agent websites, or 4) syndication advertising sites. Seller understands that this opt out would mean consumers searching for listings on the internet will not see the Property.

B. LIMITED INTERNET INFORMATION OPT OUTS:

(1) **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet. Seller understands that this opt out would mean consumers searching for listings on the internet may not see the Property or the Property's address in response to their search.

(2) **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber websites, or electronic displays that display the Property listing, to have the features below. Seller understands **(i)** that these opt outs apply only to Websites or Electronic Displays 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:

(A) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.

(B) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.

5. MARKETING OPTIONS: An MLS may have different categories and options for marketing the property, including, but not limited to, the options in **paragraphs 5A-D:**

A. FULL EXPOSURE:

(1) The Property listing is submitted to the MLS, and it will also be made available to all subscribers and participants of the MLS ("Other Members") who may engage in one-to-one promotion with their existing or past clients, or mass market the Property to current, past, and prospective clients with the seller's consent.

(2) Information about the Property will be syndicated to third party website displays that have an agreement with the MLS.

(3) Other Members can use their own websites to electronically display the MLS data about the Property, and such information may be accessed by current and former clients of the brokerage as well as members of the public ("IDX").

(4) Other Members can electronically display the MLS data about the Property on their own websites, but such information is only available to be seen by the Other Members' clients or those who have registered with the Other Member, but not members of the general public ("VOW").

B. DELAYED MARKETING LIMITED EXPOSURE:

(1) The Property is submitted to the MLS, and it will also be made available to Other Members who may engage in one-to-one promotion with their existing or past clients but, other than specified in (4), may not mass market the Property to current, past, or prospective clients.

(2) Information about the Property will NOT be syndicated to third party website displays that have an agreement with the MLS.

(3) Other Members can NOT use their own IDX websites to electronically display the MLS data about the Property.

(4) Other Members can electronically display the MLS data about the Property on their own VOW websites, but such information is only available to be seen by the Other Members clients or those who have registered with the Other Member, but not members of the general public.

C. COMING SOON (OR EQUIVALENT) MARKETING:

Some MLSs permit a Coming Soon status, but there is no statewide definition of what that status means. Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS.

D. OFFICE EXCLUSIVE LIMITED EXPOSURE: The Property will not be submitted to the MLS for display during the entire listing period, or another time specified by the seller. The seller's broker may engage in one-to-one promotion between any licensee working through the broker and their clients. If allowed by the MLS under the NAR guidance, other members who have received direct one-to-one promotion from a licensee with the listing brokerage firm may themselves engage in one-to-one promotion with their clients but may not mass market the Property to current, past, or prospective clients.

E. DAYS ON MARKET: Regardless of the marketing option chosen, Seller is advised to discuss with Broker how any Days on Market calculations, or any similar tracking fields, work in the MLS in which the Property will be listed for any option above, as well as the potential impact on Seller's property.

6. PHOTOGRAPHS: Visitors entering or touring the Property may take photographs or other images ("Images"), and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS limiting the taking of Images to only those persons preparing appraisal or inspection reports. Seller acknowledges that even with a limiting instruction individuals who are either unaware of the MLS limiting instructions or who have disregarded those instructions may take images of the Property.

Property Address: ***123 ABC Street, Lancaster, 93535*** Date: _____

SELLER INSTRUCTIONS TO BROKER

Seller instructs Broker to market the Property as follows: (Note: It is possible that different MLSs may be in different stages of implementing the rules set by the NAR and that not all choices below may apply or be available at the time of the listing.)

1. PROPERTY LISTING INFORMATION ON THE INTERNET (see paragraph 4 above for more information):

A. ☐ **TOTAL INTERNET OPT OUT:** Seller requests that Broker advise the MLS that Seller does not want the Property to be displayed on the internet. Seller understands and acknowledges that if this option is checked, consumers who search for listings on Internet sites may not see information about the Property.

B. LIMITED OPT OUT:

(1) ☐ Property Address: Seller requests that Broker advise the MLS that Seller does not want the address of the Property to be displayed on the internet. Seller understands and acknowledges that **(i)** if this option is checked, consumers who search for listings on internet sites may not see the Property address in response to their search, and **(ii)** all requests are subject to MLS rules.

(2) **Features Opt out:** Seller understands and acknowledges that if either or both options below are checked **(i)** this opt-out applies only to the Websites or Electronic Displays of MLS participants and subscribers who are real estate broker and agent members of an MLS; **(ii)** other Internet sites may or may not have the features set forth herein; and **(iii)** neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.

(A) ☐ **Comments and Reviews:** Seller requests that Broker advise the MLS that Seller does not want visitors to MLS participant or subscriber Websites or Electronic Displays that display the Property listing to have **(i)** the ability to write comments or reviews about Seller's Property on those sites; or **(ii)** the ability to link to another site containing such comments or reviews.

(B) ☐ **Automated Estimate of Value:** Seller requests that Broker advise the MLS that Seller does not want MLS participant or subscriber Websites or Electronic Displays that display the Property listing **(i)** to create an automated estimate of the market value of the Property; or **(ii)** the ability to link to another site containing such automated estimate of the market value of the Property.

2. MARKETING OPTION (see paragraph 5 above for more information):

A. FULL EXPOSURE: Market the Property with full exposure to the public starting at the beginning of the Listing Period;

OR B. ☐ **DELAYED MARKETING LIMITED EXPOSURE (only applicable if allowed by MLS):** Market the Property as a Delayed Marketing Limited Exposure. Seller understands that even though the Property will be submitted to the MLS, the Property's data will not be syndicated to third party websites, nor be exposed through Other Member IDX websites. The Property will be available for others to see, tour and inform their clients.

OR C. ☐ **COMING SOON (only applicable if allowed by MLS):** Market the Property under a Coming Soon policy. Broker has explained the parameters of Coming Soon and any impact it may have on marketing of the Seller's Property.

OR D. ☐ **OFFICE EXCLUSIVE LIMITED EXPOSURE:** (**NOTE**: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.) Market the Property as an Office Exclusive Limited Exposure. Seller instructs Broker to EXCLUDE the Property from full dissemination by the MLS for the time period specified below. Seller certifies that Seller understands that no public marketing (**paragraph 3B**) will occur, and while the property is in office exclusive limited exposure option, the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients. If allowed by the MLS under the NAR guidance, Broker may engage in one-to one communication with other licensees who may communicate with their clients but may not mass market the Property to current, past, or prospective clients. Seller's Property may be shown to clients of agents of the Broker, but not to clients of other brokers, without triggering the obligation to place the property in the MLS. Seller understands and agrees that should any public marketing of the property occur, including showing of the Property to clients of an outside brokerage, the Property listing will be submitted to the MLS within 1 business day.

(1) Do NOT market the Property to the public during the entire Listing Period unless Seller gives Broker written instruction otherwise;

OR (2) ☐ Do not begin marketing the Property to the public (including through the MLS) until _____ (date).

3. OTHER INSTRUCTIONS/TERMS: Seller and Broker may agree to additional terms and items below, but they will be subject to MLS rules and what is permitted in the MLS.

A. SELLER PHOTOGRAPH INSTRUCTION:

(1) Visitors are not restricted from taking Images of the Property;

OR (2) ☐ Seller instructs Broker to publish in the MLS that taking of images is limited to those persons preparing appraisal or inspection reports.

B. OTHER INSTRUCTIONS/TERMS: _____

_____

_____

By signing below, Seller acknowledges that they have received a copy of this Multiple Listing Service Addendum, and they have read, understand, and agree to its terms.

Seller _____ Date _____

Seller _____ Date _____

Real Estate Broker (Listing Firm) ***Berkshire Hathaway Home Services Troth, Realtors***

By _____ ***Troth Realtor*** DRE Lic# ***00829744*** Date _____

By _____ DRE Lic# _____ Date _____

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FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated ***05/13/2025***, on property known as ***123 ABC Street, Lancaster, 93535***, ("Property") in which _____ is referred to as ("Seller") and ***Bob Buyer*** is referred to as ("Buyer").

This addendum is to be used with a: **(i)** Residential Purchase Agreement (C.A.R. Form RPA); **(ii)** New Construction Purchase Agreement (C.A.R. Form NCPA); **(iii)** Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); **(iv)** Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or **(v)** Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

1. **FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026.The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
2. **CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: **(i)** the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; **(ii)** the buyer is a legal entity or trust; and **(iii)** the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
3. **REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
   - **A. Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
   - **B. Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
   - **C. Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
4. **DELIVERY OF REQUIRED INFORMATION:**
   - **A.** Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
   - **B.** Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
5. **CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
   - **A.** The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
   - **B.** Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
   - **C.** If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

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

Buyer ***Bob Buyer*** Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/25)

Date Prepared:_____

1. OFFER:

A. THIS IS AN OFFER FROM _____ ("Buyer").

B. THE PROPERTY to be acquired is _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No(s).____("Property").

(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.

Seller's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent _____ License Number _____
Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent _____ License Number _____
Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☑ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	**Purchase Price**	$ _____	☐ All Cash
B		**Close Of Escrow (COE)**	_____ Days after Acceptance OR on _____ (date)	
C	33A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ ☐ AM/☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer **OR** ☐ _____
D(2)	5A(2)	☐ **Increased Deposit**	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain the rate above 17 (or _____) Days after Acceptance	Conventional or, if checked, ☐ FHA (Forms FVAC/HID attached) ☐ VA (Form FVAC attached) ☐ Seller Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____% • Buyer to pay up to _____ points to obtain the rate above	Conventional or, if checked, ☐ Seller Financing ☐ Other: _____
E(3)	7A	**Occupancy Type**	Primary, or if checked, ☐ Secondary ☐ Investment	
F	5D	**Balance of Down Payment**	$ _____	
		PURCHASE PRICE TOTAL	$ _____	

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C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2); (ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. **INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5)** only determine who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1).**

B. **GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. **HOME WARRANTY:**

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. **TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to **(i)** conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or **(ii)** complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; or **(ii)** if exempt from the obligation to provide a TDS, complete either an Exempt Seller Disclosure (C.A.R. Form ESD) or Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer.

(4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. LEAD DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
(2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010 , Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** a home hardening disclosure required by law; and **(ii)** a statement of features on the Property of which Seller is aware that may make the home vulnerable to wildfire and flying embers; **(iii)** a list of possible low cost fire hardening retrofits identifying which ones Seller has completed; and **(iv)** a final inspection report regarding compliance with home fire hardening if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer **(i)** a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and **(ii)** an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. ELECTRICAL SYSTEM INSPECTION ADVICE DISCLOSURE: For any transaction in which a TDS is required, Seller advises the Buyer as follows: "In a purchase of real property, it may be advisable to obtain an inspection by a qualified professional of the electrical system(s) of any buildings, including, but not limited to, the main service panel, the subpanel(s), and wiring. Substandard, recalled, or faulty wiring may cause a fire risk and may make it difficult to obtain property insurance. Limited electrical capacity may make it difficult to support future electrical additions to the building(s), such as solar generation, electric space heating, electric water heating, or electric vehicle charging equipment."

F. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1)**, **11B**, **11C**, **11D** and **11E** are prohibited by Law.

G. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(5)** OR **5 Days** after Delivery of any disclosures specified in **paragraphs 11A**, **B**, **C D**, or **E** and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

H. TERMINATION RIGHTS:
(1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A**, **B**, **C**, **D**, or **E**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
(2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11G**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

I. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

J. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

L. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

M. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. _____

May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 12/25)

Date _____

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

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
   A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in **paragraph 1D** of this or another Counter Offer or an addendum.
   B. Unless Otherwise Agreed or altered in another Counter Offer, the down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
   C. Unless Otherwise Agreed or altered in another Counter Offer, if, in the original offer, the appraisal contingency amount is lower than the original offered price (e.g., the optional box is checked in the third column in **paragraph 3L(2)** of the RPA), then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and shall be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is $1,000,000, and Buyer reduces the appraisal contingency value to $950,000, the "Appraisal Gap" is $50,000. If the purchase price is increased to $1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to $1,150,000 ($1,200,000 less $50,000). If the property appraises below $1,150,000, Buyer may exercise Buyer's appraisal contingency right to cancel this Agreement.)
   D. **OTHER TERMS**: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (and if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):
   ☐ Addendum No. _____ (C.A.R. Form ADM)
   ☐ Back Up Offer Addendum (C.A.R. Form BUO)
   ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
   ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
   ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
   ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
   ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
   ☐ Other _____ ☐ Other _____
2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
   A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in **paragraph 4** (if more than one signature, then the last signature date)(or by _____ ☐ AM/☐ PM on _____ (date)) **(i)** it is Signed in **paragraph 5** by Buyer and **(ii)** a Copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
   B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
   C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.
3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in **2A** and **5**. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.
4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. THIS COUNTER OFFER IS VALID REGARDLESS OF WHETHER ANY PREVIOUS OFFER OR COUNTER OFFER EXPIRED BY ITS TERMS. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.**

Seller _____ Date _____
Seller _____ Date _____

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5. **ACCEPTANCE: I/WE** accept the above Seller Counter Offer **(If checked ☐ SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____),** and acknowledge receipt of a Copy.

Buyer _____ Date _____

Buyer _____ Date _____

6. **LATE ACCEPTANCE:** If the date of Buyer's signature in **paragraph 5** is after the expiration specified in **paragraph 2A**, Buyer's acceptance is only binding if Seller agrees to the late acceptance by signing below and Delivering a Copy before 5:00 PM on the third Day after the date this Seller Counter Offer is Signed in **paragraph 5**. All time periods in the Agreement shall begin upon the Delivery of this Late Acceptance.

I/We (Seller), ratify the acceptance and agree to all terms of this Seller Counter Offer.

Seller _____ Date _____

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT
(Non-Exclusive unless Exclusive is checked and initialed)
(C.A.R. Form BRBC, Revised 12/25)

Date Prepared: _____

1. **RIGHT TO REPRESENT:** _____ ("Buyer")
(☐ Buyer is a corporation, LLC, or partnership) grants _____ ("Broker")
the non-exclusive right (unless Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**) to represent Buyer in acquiring real property or a manufactured home ("Property") for the Representation Period specified in **paragraph 2A(1)**.

2. **TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 5 pages. Buyer is advised to read all 5 pages.

	Para. #	Paragraph Title or Contract Term	Terms and Conditions
A	**Representation**		
A(1)		**Representation Period**	Beginning: _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first. **Buyer and Broker agree that if Buyer is not a corporation, LLC, or partnership, the Representation Period shall end on either the ending date specified above or 90 days from the beginning date, whichever is sooner.**
A(2)		**Type of Representation**	Non-exclusive, ~~OR ☐ Exclusive (valid only if checked AND initialed in **paragraph 15**)~~.
B	**Property to be Acquired ("Property")**		Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)		**Property type:**	Single family residential (OR, if checked, ☐ SFR is excluded from this Agreement), including condominiums and manufactured homes (SFR), ☐ Multi-family residential with two to four units, ☐ with 5 or more units, ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ Tenancy in common, ☐ The following specified property(ies) only: _____
B(2)		**Location** (all that are checked apply)	☐ County(ies): _____ ☐ City(ies): _____
B(3)		**Additional Description**	_____
C		**☐ Buyer Preferences and Priorities**	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP).
D	7	**Properties Excluded from Representation**	_____ OR ☐ The Properties identified on the attached list.
E	**Broker 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 Buyer and Broker.** See attached Broker Compensation Advisory (C.A.R. Form BCA).		
E(1)	4B	**Amount of Compensation**	_____ % of the acquisition price AND, if any, $ _____; OR ☐ $ _____; OR ☐ see attached Broker-created compensation schedule.
E(2)	4G	**Payments received by Broker from seller or others**	If Broker receives compensation from seller or others, for Broker's representation of Buyer, the amount shall be credited against Buyer's obligation to pay Broker. Broker shall not receive any amount in excess of the amount specified in **paragraph 2E(1)**.
E(3)	4C	**Continued Right to Payment for Broker Involved Properties**	The "Continuation Period" shall be _____ calendar days after the following: **(i) If this Agreement is not cancelled under paragraph 5**, the end of the Representation Period specified in **paragraph 2A(1)**, or any extension thereof; or **(ii) If this Agreement is cancelled under paragraph 5**, the effective date of the cancellation specified in **paragraph 2F.**
F	5	**Cancellation Rights and Notice**	**Non-exclusive:** Cancellation effective upon receipt OR ☐ _____ days after receipt; **Exclusive:** Cancellation effective 30 OR ☐ _____ (not to exceed 30) days after receipt.
G	**Buyer Financial/Personal Information**		
G(1)	9B(1)	**Time to deliver Buyer personal/financial information**	**Within 5 (or _____) calendar days** from the execution of this Agreement. **☐ C.A.R. Form BFPI attached.**
G(2)	9B(2)	**☐ Buyer does not have sufficient funds to pay Broker.**	Buyer's Broker's obligation to represent Buyer in a transaction is contingent upon a seller's agreement to pay the amount of compensation in **paragraph 2E(1).**
H		**Other Terms**	_____

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3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:

☑ Broker Compensation Advisory (C.A.R. Form BCA) ☐ Other _____

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 Buyer and Broker.

A. ADVISORY: Real estate commissions include all compensation and fees to Broker and are fully negotiable.

B. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 2E(1)** from Buyer if during the Representation Period, or any extension, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:

(1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property.

(2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** If Exclusive is checked in **paragraph 2A(2)** and initialed in **paragraph 15**, Broker is entitled to compensation if Buyer acquires Property during the Representation Period or any extension with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer**.**

(3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who, in any manner, acts on Buyer's behalf to acquire Property described in **paragraph 2B**.

(4) **BROKER INVOLVEMENT**, wherever used in this Agreement, means any of the following:

- Buyer physically entered and was shown the Property by Broker;
- Broker showed the Property to Buyer virtually;
- Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property;
- Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or
- The Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

C. CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:

(1) Broker shall be entitled to the compensation provided for in **paragraph 2E(1)** if, during the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement. The timing of such payment is subject to the terms of **paragraph 4D**.

(2) Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

D. TIMING OF COMPENSATION: Compensation is payable:

(1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from this Agreement closes during or after the Representation Period.

(2) If acquisition is prevented by default of Buyer, upon Buyer's default.

(3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages, or obtains specific performance, by suit, settlement or otherwise. If damages are recovered, compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2E(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. PAYMENT THROUGH ESCROW: Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding Property involving Buyer and a seller or other transferor.

F. ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER: If Broker has a signed listing agreement with the seller of the Property to be purchased, Buyer shall not receive a credit for the compensation seller owes broker for representing seller.

G. PAYMENTS RECEIVED FROM OTHERS FOR BROKER COMPENSATION:

(1) Broker and Buyer should discuss whether it would be beneficial to include a term in any offer Buyer makes obligating the seller to pay Broker, directly or through escrow, for some or all of the compensation that Buyer owes Broker.

(2) If seller does not pay as contractually required, Buyer assigns to Broker, as a third-party beneficiary, any rights Buyer has to pursue the seller for such compensation.

(3) Under a settlement agreement binding on REALTORS®, Broker is prohibited from receiving compensation in excess of the amount in this Agreement. Buyer is advised not to include in a purchase offer a request that seller pay an amount higher than the amount in **paragraph 2E(1), or as amended prior to Buyer making the offer.**

(4) If Broker will receive compensation from Buyer and another source, see REALTOR® Acknowledgment and Disclosure (C.A.R. form RAD) for more information.

H. DISCLOSURE OF PAYMENTS TO BROKER: Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.

5. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:

A. Either Buyer or Broker may cancel this Agreement by giving written notice, at any time, to the other within the time specified in **paragraph 2F**.

B. Broker shall still be entitled to compensation if, during the Representation Period or the Continuation Period specified in **paragraph 2E(3)**, Buyer enters into contract to acquire Property for which there was Broker Involvement, provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within **5 calendar days** after the effective date of the cancellation. The timing of such payment is subject to the terms of **paragraph 4D**.

C. Buyer is advised to notify any other broker of Broker's rights under this paragraph.

6. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Buyer acknowledges receipt of the ☑"Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or with both Buyer and seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a ☑Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).

C. Broker shall confirm the agency relationship described above, or as modified, in writing prior to, or concurrent with, Buyer's execution of a purchase agreement.

D. TERMINATION OF AGENCY RELATIONSHIP: Buyer acknowledges and agrees that both Broker's agency relationship with Buyer and duties to represent Buyer shall terminate either upon this Agreement's expiration or the effective date of any cancellation or on completion of any transaction specified in this Agreement - whichever occurs first.

7. PROPERTIES EXCLUDED FROM REPRESENTATION:

A. ADVISORY REGARDING BUYER SIGNING MULTIPLE BUYER REPRESENTATION AGREEMENTS:

(1) Buyer shall inform Broker in writing if Buyer has signed any other buyer representation agreements, whether exclusive or non-exclusive, with any other Broker for any Property described in **paragraph 2B** and provide a copy of the agreement to Broker.
(2) Buyer shall disclose to Broker if another broker showed Buyer such Property virtually or in-person, or wrote an offer on, or otherwise acted on Buyer's behalf for, such Property. Buyer may owe compensation to that broker if Buyer purchases such Property.
(3) If Buyer has signed an exclusive buyer representation agreement with another broker that has not expired or been terminated, Buyer may owe compensation to that broker if Buyer purchases such Property even if that other broker had no involvement with the Property.
(4) Buyer shall disclose in **paragraph 2D** any Property for which Buyer is obligated to pay another broker.

B. CONFLICTS WITH OTHER BROKER: Unless otherwise notified by Buyer, Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2D** Buyer: **(i)** has not entered into an exclusive representation agreement with another broker; and **(ii)** has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.

C. LIMITATION ON BROKER REPRESENTATION: If a property is excluded in **paragraph 2D**, during the time Buyer is obligated to compensate another broker, Broker is not obligated to assist Buyer with respect to that property, and Buyer shall not owe Broker compensation under this Agreement for that property.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS:

A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement.

B. Broker will assist Buyer by:

(1) Locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers;
(2) As directed by or agreed with Buyer, ordering reports and investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer;
(3) Upon request, providing Buyer with a list of professionals who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and
(4) Upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.

C. If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.

D. Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker, while representing Buyer, has not been and will not be verified by Broker.

E. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

9. BUYER OBLIGATIONS:

A. GOOD FAITH: Buyer agrees: **(i)** to timely view and consider properties selected by Broker; **(ii)** negotiate in good faith to acquire a Property; and **(iii)** Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property.

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CALIFORNIA ASSOCIATION OF REALTORS®

REALTOR® ACKNOWLEDGEMENT AND DISCLOSURE

(C.A.R. Form RAD, 12/25)

1. **WHAT IS A REALTOR®?**
A REALTOR® is a real estate licensee who is a member of the National Association of REALTORS® (NAR) and who subscribes to the NAR Code of Ethics. **REALTORS®** are also typically members of a state and local association of **REALTORS®**, and agree to abide by the bylaws, rules and regulations of those associations.

The Code of Ethics is available for viewing at: https://www.nar.realtor/sites/default/files/2025-06/2025-COE-Standards-of-Practice-2025-06-05.pdf. If someone believes a REALTOR® has violated the Code of Ethics, they can file a complaint at the REALTOR®'s local association and the REALTOR® will be disciplined if it is determined after a hearing that a violation has occurred.

2. **STEPS TO GET ADDITIONAL SUPPORT:**
   - **A. Reach out to your agent:** I pride myself on providing good service and behaving ethically. If you need additional support, or become dissatisfied with my service, please contact me immediately so we can resolve the matter.
   - **B. Reach out to your agent's broker:** If I am a salesperson or a broker-associate, I perform real estate licensed activity through a real estate broker/firm. If needed, you may contact my broker to further resolve any issues.
   - **C. Reach out to the local Association of REALTORS®:** If contacting me and my broker does not resolve the matter, you may contact the local Association of which I am a member, which is identified below.

3. **REALTOR® DISCLOSURES:**
   - **A. ☑ I am a REALTOR®:** I represent that I am a REALTOR® member of the NAR, the CALIFORNIA ASSOCIATION OF REALTORS®, and the _____ local association of REALTORS®.
   - **B. ☐ Compensation from multiple sources (obtain signature(s) from both sides of the transaction):** As permitted by my agreement with my client, I am being compensated for my services from multiple sources (eg. both buyer and seller). As required under Article 7 of the Code of Ethics, I am providing this disclosure to all parties in the transaction, who can indicate their acknowledgment by signing below. The sources of the payments are from: _____.
   - **C. ☐ Ownership interest in property (obtain signature(s) from the opposite side of the transaction):** As required under Article 4 of the Code of Ethics, I am disclosing that I am selling or leasing a property (or ☐ contemplating a purchase or lease of a property) on behalf of: **(i)** ☐ Myself; **(ii)** ☐ A member of my immediate family; **(iii)** ☐ The brokerage firm identified below or any broker or agent thereof; or **(iv)** ☐ An entity in which I, or my immediate family member, have a legal interest.
   - **D. ☐ Referral or other fee received from or paid to another licensee (obtain signature(s) from REALTOR'S® client):** As required under Article 6 of the Code of Ethics and California Business and Professions code 10176(g), I am disclosing to my client that my broker is receiving, or paying, at the closing of a covered transaction, a referral fee, commission, rebate, or profit on expenditures ("Compensation") that has not previously been disclosed or agreed to by my client.
     (1) My broker is being paid by (or ☐ is making a payment to) _____.
     (2) Compensation: $ _____ or _____% of gross compensation earned by the broker representing the client in the resulting transaction.

REALTORS® Signature _____ DRE Lic# _____ Date _____

Tel. _____ E-mail _____

If REALTOR® is an agent or broker associate under a Brokerage:

Real Estate Broker (Firm) _____ DRE Lic# _____

Broker/Office Manager or other Contact Person _____

Tel. _____ E-mail _____

By signing below, the Party(ies) acknowledges that they have received a copy of this REALTORS® Acknowledgement and Disclosure and they have read, understand, and consent to its terms.

Seller/Housing Provider _____ Date _____

Seller/Housing Provider _____ Date _____

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

EXTENSION OF TIME AMENDMENT No. _____

(C.A.R. Form ETA, Revised 12/25)

This is a proposal to amend the terms and conditions of the Purchase Agreement, OR ☐ Other _____
_____("Agreement"),
dated _____, on property known as _____ ("Property"),
in which _____ is referred to as ("Buyer")
and _____ is referred to as ("Seller").

1. **EXTENSION OF ESCROW:** The scheduled Close Of Escrow is extended to _____ (Date).
2. **EXTENSION OF CONTINGENCY(IES):** The following contingency(ies), if checked, is/are extended to:
   _____ (Date) ☐ Buyer Investigation of Property Condition ☐ Loan ☐ Other _____
   _____.
3. **OTHER EXTENSION(S):** The time for _____
   _____ is/are extended to _____ (Date).
4. **ADDITIONAL TERMS:** _____
   _____
5. **OFFER/EXPIRATION:** ☐ Buyer, ☐ Seller proposes this Extension of Time Amendment **(i)** which may be withdrawn by the Party initiating this proposed Amendment at any time prior to acceptance, and **(ii)** which shall be deemed revoked unless by 5:00 PM on the third Day after it is Signed by the initiating Party (or by ____ ☐ AM/☐ PM on _____ date) this proposed Amendment is Signed by the other Party and a Copy of this Amendment is Delivered to the initiating Party.

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

6. **ACCEPTANCE:** The foregoing terms and conditions amending the existing Agreement are hereby accepted, and the undersigned agrees to the above terms and conditions and acknowledge receipt of a Copy of this Extension of Time Amendment. Upon Acceptance, this Amendment shall be deemed incorporated into the Agreement.

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

EXTENSION OF TIME AMENDMENT **NOT** ACCEPTED: (_____/_____). This amendment was **NOT** accepted by Buyer/Seller on _____ (date).
Buyer/Seller Initials

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CALIFORNIA ASSOCIATION OF REALTORS®

RECEIPT FOR REPORTS No. _____

(C.A.R. Form RFR, Revised 12/25)

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

1. **REPORTS BEING PROVIDED:** ☐ Buyer or ☐ Seller is being provided with the following reports, documents, inspections reports, disclosures, proposals, estimates or invoices ("Reports") checked in **paragraphs 4** and **5**.
2. **REPORTS NOT VERIFIED BY BROKER OR SELLER:** Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.
3. **BUYER'S OWN INVESTIGATIONS:** Any Reports not ordered by Buyer should not be considered a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value or desirability of the Property.
4. **LIST OF REPORTS PROVIDED TO BUYER OR SELLER THAT WERE ORDERED FOR THIS TRANSACTION:**

Report, Document or Disclosure	Ordered by	Prepared By	Dated	Via Link
A. ☐ Wood Destroying Pest Inspection	☐B ☐S			☐
B. ☐ Home Inspection Report	☐B ☐S			☐
C. ☐ Title: Preliminary Report	☐B ☐S			☐
D. ☐ Roof Inspection	☐B ☐S			☐
E. ☐ Sewer Lateral Report	☐B ☐S			☐
F. ☐ Natural Hazard Disclosure Report	☐B ☐S			☐
G. ☐ Domestic Well Test	☐B ☐S			☐
H. ☐ Septic/Private Sewage Inspection	☐B ☐S			☐
I. ☐ HVAC Inspection	☐B ☐S			☐
J. ☐ Government Inspection or Report	☐B ☐S			☐
K. ☐ Statutory Condominium/Planned Development Disclosures (Civil Code § 4525)	☐B ☐S			☐
L. ☐ Contractual Condominium/Planned Development Disclosures	☐B ☐S			☐
M. ☐ Lease Documents	☐B ☐S			☐
N. ☐ Tenant Estoppel Certificates	☐B ☐S			☐
O. ☐ _____	☐B ☐S			☐
P. ☐ _____	☐B ☐S			☐
Q. ☐ _____	☐B ☐S			☐
R. ☐ _____				

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5. **LIST OF REPORTS FROM PREVIOUS TRANSACTIONS OR OTHERWISE IN SELLER'S POSSESSION:** Seller either obtained the following Reports from a previous transaction or otherwise had the Reports in their possession Unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such Reports. Such Reports may not be up-to-date and may not reflect the current condition of the Property.

	Report, Document or Disclosure	Prepared By	Dated	Via Link
A.	☐ _____	_____	_____	☐
B.	☐ _____	_____	_____	☐
C.	☐ _____	_____	_____	☐
D.	☐ _____	_____	_____	☐
E.	☐ _____	_____	_____	☐
F.	☐ _____	_____	_____	☐
G.	☐ _____	_____	_____	☐
H.	☐ _____	_____	_____	☐
I.	☐ _____	_____	_____	☐
J.	☐ _____	_____	_____	☐
K.	☐ _____			

6. **REPORTS DELIVERED VIA LINK:** For all Reports identified by a check below, Buyer is unable or unwilling to open the link, is unable to download the documents in the link, or prefers to receive the documents directly rather than via a link.

   A. ☐ All Reports Delivered via link.

   B. ☐ _____

   C. ☐ _____

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

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

The Party receiving the Reports acknowledges receipt of the Reports checked above. Unless otherwise specified in paragraph 6, the Party receiving the Reports acknowledges being able to access any and all Reports delivered via a link.

By signing below, the Party receiving the Reports acknowledges that they have received a copy of this Receipt for Reports, and they have read and understand its terms.

☐ Buyer/☐ Seller _____ Date _____

☐ Buyer/☐ Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

REFERRAL FEE AGREEMENT

(C.A.R. Form RFA, Revised 6/25)

IDENTIFICATION OF PERSONS AND ENTITIES:

REFERRING BROKER (Broker getting paid for referring a client/customer ("Principal")):

_____ (Brokerage firm name)

REFERRING AGENT (if any):_____ (Associate-Licensee)

Address_____

Phone _____ E-mail _____

REPRESENTING BROKER (Broker paying fee and representing Principal):

_____ (Brokerage firm name)

REPRESENTING AGENT (if any): _____ (Associate-Licensee)

Address _____

Phone _____ E-mail _____

PRINCIPAL: _____ (Client or Customer name)

Address_____

Phone _____ E-mail _____

AGREEMENT:

1. **REFERRAL FEE:** In consideration for the referral of Principal from Referring Broker, Representing Broker agrees to pay Referring Broker as follows:
   - **A.** _____% of the total gross compensation earned by Representing Broker (based only upon the Principal's side of the transaction), OR $ _____;
   - **B. Such compensation is owed if Principal enters, or has already entered, into a contract to (check all that apply):** ☐ **Buy**, ☐ **Sell**, ☐ **Lease**, ☐ **Other:** _____
2. **PROPERTIES OR TRANSACTIONS COVERED:** Compensation is payable for the transaction specified in **paragraph 1B**:
   - **A.** Only for the first property transaction specified in **paragraph 1B** during the term of this Agreement;

OR B. ☐ For the following property(ies) only: _____;

OR C. ☐ For any and all property transactions specified in **paragraph 1B** during the term of this Agreement;

3. **REFERRAL PERIOD:** Compensation is payable if the event checked in **paragraph 1B** occurs no later than **12 (or ____) full months** from the date of this agreement .
4. **TIMING OF COMPENSATION:** Compensation is payable upon recordation of deed or other evidence of transfer resulting from the event specified in this agreement (whether closing occurs during or after the expiration time).
5. **OTHER TERMS:** _____

_____

REFERRING BROKER:

Real Estate Broker _____ DRE Lic. # _____

By (Broker/Office Manager) _____ DRE Lic.# _____ Date _____

Tax ID# _____

REPRESENTING BROKER:

Real Estate Broker _____ DRE Lic. # _____

By (Broker/Office Manager) _____ DRE Lic.# _____ Date _____

California real estate law prohibits (a) a broker from paying compensation for licensed activity to anyone other than **(i)** a broker, **(ii)** a salesperson who is licensed under the compensating broker or **(iii)** a broker of another State and (b) a salesperson from paying compensation to another licensee for licensed activity, except through the employing broker. Federal law prohibits giving or accepting a fee or other thing of value for a referral involving a federally related mortgage loan (most residential one to four property transactions) unless pursuant to a cooperative brokerage arrangement.

FOR OFFICE USE ONLY: AGENTS MAY INITIAL BELOW TO ACKNOWELDGE HAVING RECEIVED AND READ THIS DOCUMENT

_____ (Agent for Referring Broker) _____ (Agent for Representing Broker)

Agents may use REALTOR® Acknowledgment and Disclosure (C.A.R. form RAD) to disclose to the principal in a prospective transaction a referral fee paid or received.

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CALIFORNIA ASSOCIATION OF REALTORS®

SOLAR ADVISORY AND QUESTIONNAIRE
(C.A.R. Form SOLAR, Revised 12/25)

ADVISORY

1. **SOLAR OWNERSHIP:** Solar power systems may be owned outright, owned with financing, owned with a lien or security interest on the real property, or leased. Many property owners who believe they own their solar power system may not have free and clear ownership of that system. Ownership could be subject to a deed of trust issued securing a note financing the system or subject to a UCC-1 financing statement filed with the California Secretary of State. The solar power system financing may also be secured by an assessment against the real property that is collected through additional property tax payments for the period of financing (e.g., HERO or PACE). Because this type of financing appears on property tax statements, sellers may be unaware that the financing is secured by a lien on the property. Some owners obtain private lending to purchase a solar power system that is not secured by the real property or by the panels or other equipment attached to it. If the seller intends for these private loans to be paid off as part of a sale, terms may need to be added to the agreement to address this situation.

2. **SOLAR EQUIPMENT, LIENS, POWER PURCHASE AGREEMENTS, AND SOLAR LEASES:** If a solar power system is owned by the seller, the seller may have the right to remove the system or its components and install them on another property. If the system has been financed and the financing is secured by a lien on the property or the component parts, the seller should consult with the company about both the effect of removal of the system or its components on the lien and the consequence of any damage caused by the removal.

   If the solar power system is leased, the seller may be obligated to make fixed or scheduled monthly payments, or be required to purchase all, or a portion, of the solar power generated at an agreed contractual rate from the solar company who may be granted the right to sell any excess energy to the electrical provider company (e.g., PG&E) in accordance with the system's governing regulatory scheme. Payments under such an arrangement can vary depending on the amount of energy created and used.

   If the solar power system is leased, a buyer may be permitted to assume the terms of a solar lease but only with the approval of the solar company. Another lease clause may allow the purchase of the solar equipment prior to the end of the lease term or may allow the termination of the lease at cost with no retained ownership of the solar equipment (a "Buyout"). The lease may also contain a clause enabling the purchase of the equipment or the termination of the lease without any pre-agreed cost; in those cases, the cost will be an appraised value determined by the solar company.

   Even a leased solar power system may have security interests attached, such as a UCC-1 or fixture filing document recorded in the county where the property is located. In some cases, the lender or lien holder may agree to allow the solar lien to subordinate to, or become secondary to, a new purchase loan. However, in many cases, the holder of the security interest will not release the priority of its security interest which means that the solar loan must either be paid off when the property is sold or that any buyer must purchase without obtaining any new financing.

3. **ADVERTISING MATERIAL:** All parties are advised that information posted in the Multiple Listing Service ("MLS") or other advertisements that are used to list and market a property for sale do not create contractual agreements. Thus, it is imperative that buyers of property with a solar power system ("Solar Property") receive and carefully review copies of all documents, including any solar agreement, underlying security agreements for owned equipment, or any other material or documentation that the seller possesses prior to the buyer making any final decision regarding the solar power system. Buyers should not simply rely on the information in the MLS or any other advertising material.

4. **PURCHASE CONTRACT AND TRANSFER ISSUES:** The C.A.R. Purchase Agreements include a contingency for the review of leased or liened items and systems which gives the buyer a right to review any agreements or documents related to any solar power system and to properly evaluate all of the present and future terms and conditions, including the costs of accepting the existing solar power system. The default language provides that the system is being transferred, and the buyer has a contingency to determine whether the buyer is willing or able to assume any lease, lien, or other agreement. If the solar power system is not intended to be transferred with the property, the parties may need to modify the contract.

   If a leased or liened system is to be assumed by the buyer, the solar company may take steps to ensure its priority interest against the property and/or the buyer's lender may require a solar endorsement from the title company. If this occurs, escrow could be delayed. Buyers and sellers should be aware that because any buyout or assumption of a solar power system could impact closing escrow, they should consider including a provision in the purchase agreement to allow for the possible extension of the closing date to facilitate dealing with any problems that may arise because of the solar power system.

   Buyers and sellers need to investigate and understand the obligations involved with transferring the solar power system. This may require signing paperwork regarding the assumption or transfer of the lease or relating to the lien. Additionally, there may be financial obligations required either to facilitate and close escrow, or that will remain ongoing for the buyer after close of escrow. The seller may have prepaid the lease for a certain period of time, and the buyer will need to understand the obligations that remain under the terms of that lease or the ramifications at the end of the lease. There may be maintenance, power purchase, or other agreements, which could apply even when the seller owns the solar power system outright. When there are financial obligations, it is important to understand the timing of those obligations, and whether they will need to be satisfied prior to close of escrow, at close of escrow, or after close of escrow.

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5. **SOLAR EVALUATION, RECOMMENDATIONS, AND LEGAL ADVICE:** Real estate brokers and their agents are not qualified to evaluate the terms, conditions, and any security interests in a solar power system. They are also not qualified to determine the quality of solar equipment or the impact of any regulatory scheme on the ownership or use of solar equipment. Buyers and sellers of Solar Property should consider retaining the services of a solar photovoltaic system inspector if one is available in the area where the property is located.

   Brokers recommend that sellers and buyers of Solar Property exercise diligence in obtaining copies of any contracts, agreements, or other documents related to any possible solar power system security interests as soon as practicable so they can evaluate what needs to be done to facilitate a sale of the property. Sellers of Solar Property, prior to entering into a purchase agreement, should determine if a buyout or loan assumption is available and at what cost or terms so as to make full and complete disclosure to potential buyer and to avoid delays in closing escrow.

   Whether or not a solar photovoltaic system inspector is used, buyers and sellers should consult with a qualified California real estate attorney prior to entering into any agreement to purchase or sell Solar Property. That attorney should evaluate the existing solar documentation and properly craft language to be included in the purchase agreement that will best protect the interests of their clients. Real estate brokers and their agents are allowed to prepare standard real estate transaction documents, but they are not qualified to create specialized contract language that may be needed to address the specific issues involved in any specific Solar Property.

QUESTIONNAIRE INSTRUCTIONS

1. **DISCLOSURE LIMITATION:** The following are representations made by Seller and are not the representations of the Agent(s), if any. These disclosures are not a warranty of any kind by Seller or any agent(s) and are not a substitute for any inspection, investigations, or warranties. Unless otherwise specified in writing, Broker and real estate licensee or other person working with or through Broker has not verified information provided by Seller. If Seller or Buyer desires legal advice, they should consult a qualified California real estate attorney.
2. **Note to Seller, PURPOSE:** This questionnaire informs the Buyer about known material or significant items affecting the solar power system and helps eliminate misunderstandings about the solar power system.
   - **If the property has multiple solar power systems, use a separate Solar Questionnaire for each system. For example, if the property has two solar systems, the seller should complete two separate SOLAR forms - one for each system.**
   - Answer based on your actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
3. **Note to Buyer, PURPOSE:** To give you more information about known material facts or significant items affecting the solar power system; and to help to eliminate misunderstandings about the condition of the solar power system.
   - Something that may be material or significant to you may not be perceived the same way by Seller.
   - If something is important to you, put your concerns and questions into writing and send the written information to Seller.
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement starting with **paragraph 1** in the Solar Property Questionnaire section, below, answer the question "ARE YOU (SELLER) AWARE OF…" by checking either "Yes" or "No." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented, unless otherwise specified.** Explain any "Yes" answers in the space provided.

SOLAR PROPERTY QUESTIONNAIRE

1. **OWNERSHIP TYPE AND INFORMATION:** **ARE YOU (SELLER) AWARE OF…**
   - **A.** Are you aware if the property has multiple solar power systems? **(If Yes, use a separate Solar Questionnaire to answer the questions in paragraphs 1-5 for each system.)**..... ☐ Yes ☐ No
   - **B.** The solar power system is: ☐ Owned; ☐ Leased; ☐ Other _____
     (If solar power system is owned, provide answers to paragraph 4 below. If solar power system is leased, provide answers to paragraph 5 below.)
   - **C.** Approximate age of the solar power system? _____ or ☐ Unknown
   - **D.** Name of the installation company? _____ or ☐ Unknown
2. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF…**
   Any information, leases, warranties, maintenance or other agreements, reports, inspections, receipts or other documents (regardless of the date prepared) pertaining to the solar power system?..... ☐ Yes ☐ No
   Note: If Yes, provide any such documents in your possession to Buyer.
   Explanation: _____
   _____
3. **GENERAL QUESTIONS BASED ON SELLER'S KNOWLEDGE:** **ARE YOU (SELLER) AWARE OF…**
   - **A.** Whether the solar power system provides power for only a portion of the property?..... ☐ Yes ☐ No
   - **B.** Whether the house/system is connected to a utility service?..... ☐ Yes ☐ No
     (1) If Yes to **3B**, what was the date of installation and connection to service? _____
     (2) If Yes to **3B**, does the connection have net energy metering?..... ☐ Yes ☐ No
     (A) If Yes to **3B(2)**, what tier or rate is related to the net energy metering? _____
     (B) If Yes to **3B(2)**, is there an annual true-up bill from the power company?..... ☐ Yes ☐ No
     If Yes to **3B(2)(B)**, what is the approximate bill amount? $ _____
   - **C.** Whether there is a battery bank or power wall that enables the system to run independent of a utility service (off-grid)?
     ..... ☐ Yes ☐ No

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Property Address: _____ **Date:** _____

D. Whether any portion of the system is installed anywhere other than the roof?..... ☐ Yes ☐ No
(1) If Yes to **3D**, where is the system located? _____
(2) If No to **3D**, how is the system attached to the roof (on top of the roofing material, to the structure, was any roofing material removed or replaced to install the system)? _____
_____

E. Whether there is any transfer fee or any other fee for change of ownership, regardless of whether the solar power system is owned, leased, or subject to a power purchase agreement?..... ☐ Yes ☐ No

F. Whether there is a maintenance agreement for the solar power system?..... ☐ Yes ☐ No

G. Whether there is a warranty that covers the solar power system?..... ☐ Yes ☐ No
If Yes to **3G**, is the warranty transferable?..... ☐ Yes ☐ No

H. Material facts or information (provide details and specifics about the system including, but not limited to, the number of panels, kilowatt size, type of inverter) related to the solar power system?..... ☐ Yes ☐ No

I. Other Obligations, Agreements, or Fees?..... ☐ Yes ☐ No

Explanation: _____
_____
_____

4. ☐ SOLAR POWER SYSTEM IS OWNED AND CONVEYING WITH THE PROPERTY: ARE YOU (SELLER) AWARE OF…

A. Whether the system still has a balance due on any financing?..... ☐ Yes ☐ No
(1) If Yes to **4A**, what is the balance?..... $ _____
(2) If Yes to **4A**, what is the monthly payment due on the financing?..... $ _____
(3) If Yes to **4A**, is it secured by an interest on title?..... ☐ Yes ☐ No
(4) If Yes to **4A**, is the loan transferable to or assumable by Buyer?..... ☐ Yes ☐ No
NOTE: if financing for the solar power system is not secured on title, the agreement may have to be amended for Buyer to be responsible for the balance.

B. Whether there is any other type of lien or encumbrance on title, on a property tax bill or otherwise?..... ☐ Yes ☐ No

C. Whether there is a power purchase agreement (if Yes, complete **paragraph 5** below)?..... ☐ Yes ☐ No

Explanation: _____
_____
_____

5. ☐ SOLAR POWER SYSTEM IS SUBJECT TO: ☐ A LEASE; ☐ A POWER PURCHASE AGREEMENT ("PPA") (Check all that apply. If both, provide answers/explanations for both categories.) ARE YOU (SELLER) AWARE OF…

A. The name of the company with the lease or power purchase agreement? ..... ☐ Yes ☐ No
If Yes to **5A**, what is the name(s)?
Lease: _____ PPA: _____

B. The year that the agreement(s) expires? ..... ☐ Yes ☐ No
If Yes to **5B**, what is the expiration year(s)? _____ (if PPA, _____)

C. The current monthly solar payments? ..... ☐ Yes ☐ No
If Yes to **5C**, what is the amount? $ _____ (if PPA, $ _____)

D. Whether the payment amounts vary from the amount provided in **5C** (If Yes, explain how the payments are structured in the future)?..... ☐ Yes ☐ No
Lease: _____ PPA: _____

E. Whether the lease or PPA is transferrable to or assumable by Buyer?
(1) Lease ..... ☐ Yes ☐ No ☐ N/A
(2) PPA ..... ☐ Yes ☐ No ☐ N/A

F. Whether the solar power system will be owned at the end of the agreement? ..... ☐ Yes ☐ No
(1) If No to **5F**, can the equipment be purchased?..... ☐ Yes ☐ No
(2) If Yes to **5F(1)**, what is the estimated amount that would be due? $ _____

Explanation: _____
_____
_____

Seller acknowledges that Seller has read, understands and has received a copy of this Solar Advisory and Questionnaire, and Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller.

Seller _____ Date _____

Seller _____ Date _____

Buyer acknowledges that Buyer has read, understands and has received a copy of this Solar Advisory and Questionnaire.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/25)

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

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

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

☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s)_____).

1. **Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.**
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Answer based on actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
   - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Something that may be material or significant to you may not be perceived the same way by the Seller.
   - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.** Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19.**
5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**

   Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to **(i)** the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or **(ii)** easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ..... ☐ Yes ☐ No

   Note: If yes, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. form RFR) may be used to list such documents.

   Explanation: _____

   _____
6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**
   - **A.** Within the last 3 years, the death of an occupant of the Property upon the Property ..... ☐ Yes ☐ No (Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
   - **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☐ No
   - **C.** The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☐ No
   - **D.** Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☐ No (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - **E.** Whether the Property is affected by a nuisance created by an "industrial use" zone ..... ☐ Yes ☐ No
   - **F.** Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ..... ☐ Yes ☐ No
   - **G.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☐ No
   - **H.** Insurance claims affecting the Property within the past 5 years ..... ☐ Yes ☐ No
   - **I.** Matters affecting title of the Property ..... ☐ Yes ☐ No
   - **J.** Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3..... ☐ Yes ☐ No

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Property Address: _____

16. NEIGHBORS/NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**

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

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

Explanation: _____

17. GOVERNMENTAL: **ARE YOU (SELLER) AWARE OF...**

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☐ No

B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☐ No

C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☐ No

D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ..... ☐ Yes ☐ No

E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☐ No

F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☐ No

G. Existing or proposed Government requirements affecting the Property **(i)** that tall grass, brush or other vegetation be cleared; **(ii)** that restrict tree (or other landscaping) planting, removal or cutting or **(iii)** that flammable materials be removed. ..... ☐ Yes ☐ No

H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. ..... ☐ Yes ☐ No

I. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☐ No

J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☐ No

K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☐ No

Explanation: _____

_____

_____

18. OTHER: **ARE YOU (SELLER) AWARE OF...**

A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ..... ☐ Yes ☐ No

B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... ☐ Yes ☐ No

C. Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☐ Yes ☐ No

D. Whether the property is tenant occupied ..... ☐ Yes ☐ No

E. Whether the Property was previously tenant occupied even if vacant now ..... ☐ Yes ☐ No
If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: _____

_____

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☐ No

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

Explanation: _____

_____

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

Seller _____ Date _____

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)

(C.A.R. Form WFDA, Revised 12/25)

1. **WILDFIRE DISASTERS:** Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.

2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster. **Concerns and issues include, but are not limited to:**
   - **A.** Insurance-related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
   - **B.** Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
   - **C.** Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
   - **D.** Local, state and federal requirements for cleanup and building approvals;
   - **E.** Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
   - **F.** Timelines, costs and requirements when obtaining required permits for building and utilities installation;
   - **G.** Availability of and access to electricity, gas, sewer and other public or private utility services;
   - **H.** Water delivery/potability; septic and/or sewer design; requirements and construction costs;
   - **I.** Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
   - **J.** Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
   - **K.** Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.

3. **BUYER/TENANT ADVISORIES:** Buyer/Tenant, you are hereby advised:
   - **A.** To check early in your transaction to determine if you are able to obtain insurance on the property.
   - **B.** To investigate to your own satisfaction any and all of your concerns about the intended use of the property.
   - **C.** That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities.
   - **D.** That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
   - **E.** That some insurers have reduced or cancelled offerings for fire insurance, or have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals.
   - **F.** That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, you may be in breach of the purchase or rental agreement.

4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice.
   - **A.** California Department of Insurance "Wildfire Resource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
   - **B.** Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources https://wildfirerecovery.caloes.ca.gov/
   - **C.** California Department of Forestry and Fire ("Cal Fire") https://calfire.ca.gov/ and https://www.readyforwildfire.org/
   - **D.** California Department of Transportation https://dot.ca.gov
   - **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
   - **F.** American Institute of Architects
     1. "Hardening for Wildfire Resilience" https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/
     2. "Component Fire Relief and Recovery Resources" at https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery-resources/
   - **G.** Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.

5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
   - **A. DISCLOSURE AND COMPLIANCE: California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located** in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
   - **B. WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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EQUAL HOUSING OPPORTUNITY

C. **POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after close of escrow, and does not do so: **(i)** May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; **(ii)** May incur increases in property insurance premiums or cancellation of such insurance policies; and **(iii)** Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.

D. **OPTIONAL DISCLOSURE AND REPORTS:** Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.

6. **BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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