BROKER COMPENSATION ADVISORY
(C.A.R. Form BCA, 6/24)

1. **SELLERS AGREE TO PAY THEIR BROKER WHEN LISTING A PROPERTY FOR SALE; SELLERS CAN ALSO AGREE THAT THE SELLER'S BROKER MAY SHARE COMPENSATION WITH A BUYER'S BROKER:**
   A. **Listing Agreement Compensation is Negotiable:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found. Compensation amounts are not fixed by law but are instead negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, the broker's time and expenses, among other considerations. Per the seller's approval, a listing agreement may authorize the seller's broker to share part of the broker's compensation with the broker who represents the buyer.
   B. **Offering Compensation to a Buyer's Broker is Negotiable:** Sellers and Seller's brokers are not required by law or otherwise to offer an amount or percentage of compensation to buyer's brokers. In the listing agreement, the Seller instructs the Seller's broker about the amount of compensation to offer buyer's brokers, if any. Offering to share compensation with a buyer's broker may provide the seller with benefits such as: (1) The promise of payment may provide an inducement for a buyer to purchase the property because tif the buyer might does not have to pay their own broker separately, the buyer may save some expenses incurred upon closing of the transaction which may lead to a quicker or more efficient transaction.; (2) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counteroffers.; (3) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds, rather than "out of pocket" at the time of closing. Thus, in that situation, buyers who may have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing may be more likely to write an offer for the seller's property.
2. **A MULTIPLE LISTING SERVICE (MLS) I SERVES AS A MARKETING TOOL FOR A SELLER'S PROPERTY AND LISTING BROKERS MAY OFFER TO COMPENSATE BUYERS' BROKERS VIA THE MLS:**
   A. **MLS as a marketing tool:** Most residential real estate brokers belong to a multiple listing service (" MLS") that allows listing brokers to enter descriptive information about available properties. Buyers' Brokers often use the MLS to help them determine which properties might be suitable for their buyer client's needs. The MLS may maximize exposure of the seller's property to the most buyers possible.
   B. **The MLS May Contain an Offer of Compensation to the Buyer's Broker:** Many MLSs require listing brokers who are MLS members to state the offer compensation to buyers' brokers. Many MLSs do not require any compensation be offered to buyer's brokers. In addition to negotiating the listing broker's compensation in the listing agreement, the seller and listing broker should discuss the amount of compensation to be offered to the buyer's broker, if any. The amount can be a dollar amount, percentage of the sales price, or zero. If a particular MLS does not allow entry of $0 or %0, the seller and listing broker could agree to offer the minimum amount that is allowed in that MLS.
3. **BUYER'S BROKERS COMPENSATION ARRANGEMENTS:** In California, a buyer representation agreement is recommended but not legally required. Both parties' benefit when the terms of their relationship and respective duties are written instead of being more loosely established by verbal representations. Although a written agreement is recommended, some buyers' brokers opt not to request a buyer representation agreement from the buyer. The reasons may vary but buyer's brokers could determine that the offer of compensation on the MLS from the listing agent to the buyer's broker is an adequate amount for their services. If the offered compensation on the MLS is deemed insufficient the buyer's broker may attempt to negotiate a modified amount per a negotiated agreement between the buyer's broker and the seller's broker. Regardless of whether a buyer representation agreement is used, the buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
4. **REAL ESTATE BROKER COMPENSATION IS NEGOTIABLE:**
   A. **Seller Brokers:** Compensation agreements between the seller and the seller's broker are negotiable between the parties. If a seller and the seller's broker agree that the seller's broker will offer compensation to buyers' brokers on the MLS, this term should be documented in writing in the listing agreement or addendum.
   B. **Buyer Brokers:** Compensation agreements between the buyer and the buyer's broker are negotiable between the parties. If a buyer agrees to pay compensation to the buyer's broker, the terms of such payment and any related terms (e.g., addressing payments the buyer's broker might receive from another party, such as the seller's broker) should be documented in a buyer representation agreement or addendum.

By signing below, Seller or Buyer acknowledges that they have read, understand, accept and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer ____ Date ______________

Seller/Buyer ____ Date ______________

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EQUAL HOUSING OPPORTUNITY

BUYER FINANCIAL AND PERSONAL INFORMATION

(C.A.R. Form BFPI, 6/24)

1. **PARTIES AND PROPERTY:** ______________________________ ("Buyer"), and ______________________________ ("Broker") have (OR ☐ have not) entered into a Buyer Representation Agreement, dated ____________, beginning on ____________ (date) ("Representation Agreement") for the acquisition of property ("Property"), if applicable as described therein.
2. **BUYER'S FINANCIAL AND PERSONAL INFORMATION:** Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer's financial condition and personal information ('Personal Information") that Broker can use in assessing and identifying properties that may be satisfactory to Buyer. If Buyer does not qualify to purchase the type of property for which Buyer is interested, Broker and Buyer may mutually alter the terms of the Representation Agreement, or Broker may cancel that agreement.
3. **PROPERTY FINANCING INFORMATION** (where applicable, check all that apply)**:**
   - **A.** Amount of deposit available: $ ________________________
   - **B.** Amount of down payment available: $ ________________________
   - **C.** Source of down payment: ☐ Savings (cash in bank) ☐ Retirement account ☐ Gift ☐ Loan ☐ Assistance program, ☐ Sale of existing property (☐ Already sold, ☐ Already in contract, ☐ Not yet listed), ☐ Other ____________________
   - **D.** Maximum Loan Amount: $ ________________________
   - **E.** Lender Information:
     - (1) Name: ________________________
     - (2) Agent name: ________________________
     - (3) Phone: ____________________, Email: ________________________
     - (4) ☐Pre-qualified, ☐ Pre-approved, ☐ Fully underwritten pre-approval
   - **F.** Financing type: ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other ________________________
   - **G.** Maximum monthly housing expense (for PITI, HOA fees, ☐ other ________________): $ ___________
4. **OTHER FINANCIAL INFORMATION:**
   - **A.** ☐ 1031 exchange, ☐ Expected legal settlement, ☐ Expected inheritance
   - **B.** ☐ Buyer intends to include a contingency to sell another property as part of any transaction (see C.A.R. Form COP)
   - **C.** Other: ________________________
5. **PERSONAL INFORMATION:**
   - **A. Current Housing:** ☐ Own ☐ Currently Rent ☐ Other ________________________
   - **B. Property Ownership Experience:** ☐ First time buyer, ☐ # of properties previously purchased: ☐ One, ☐ 2-5, ☐ More than 5, ☐ # of properties currently owned: _______
   - **C. Real estate Related Experience:** ☐ R.E. broker ☐ R.E. salesperson ☐ Contractor ☐ R.E Investor ☐ Trade (ex. Plumber, electrician, landscaper): ________________________
   - **D. Time Constraints:** (e.g. Job relocation, sale of existing home, school start date): ________________________
   - **E. Reasons for Purchase:** ________________________
   - **F. Other:** ________________________
6. **CONFIDENTIALITY:** The financial and personal information identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, the information will not be disclosed to any seller or seller's agent except as Buyer authorizes Broker.
7. **IDENTIFICATION OF AND CHANGES TO FINANCIAL AND PERSONAL INFORMATION:** Buyer represents that Buyer is not aware of any other financial and personal information that would affect Buyer's effort to acquire property. Buyer has not made any verbal representations to Broker of additional financial and personal information. Buyer agrees to notify Broker, in writing, of any change to Buyer's financial and personal information.

By signing below, Buyer understands, acknowledges and that it is Buyer's responsibility to determine to what extent any property meets Buyer's financial and personal needs and abilities.

Buyer has read, understands, and received a Copy of this Buyer Financial and Personal Information. Buyer is encouraged to read it carefully.

Buyer ____ Date: ____________

Buyer ____ Date: ____________

I acknowledge receipt of a copy of this Buyer Financial and Personal Information.

Real Estate Broker (Firm) ______________________________ DRE License # ________________

By (Agent) ______________________________ DRE License # ________________ Date: ____________

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Buyer's Initials ________/________ Seller's Initials ________/________

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER IDENTIFICATION OF PREFERENCES AND PRIORITIES, NO. _____

(C.A.R. Form BIPP, 6/24)

☐ This Buyer Identification of Preferences and Priorities, No. ____ is intended to supersede and replace any previously dated Identification of Buyer Preferences and Priorities.

1. **PARTIES AND PROPERTY:** ____ ("Buyer"), and ____ ("Broker") have (OR ☐ have not) entered into a Buyer Representation Agreement, dated ____________, beginning on ____________ (date) ("Representation Agreement") for the acquisition of property ("Property"), if applicable as described therein.
2. **IDENTIFICATION OF BUYER PREFERENCES:** Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer's preferences and priorities for the purchase of Property. Although the information provided herein is only intended to represent a general expression of Buyer's needs, wants and concerns as of the date signed below, Broker will use the information to narrow the parameter Broker uses in searching for property that might be acceptable to Buyer. Buyer acknowledges that Buyer's preferences and priorities may change over time, and that current housing inventory and other market conditions as well as Buyer's financial position will determine how many of Buyer's preferences and priorities can be achieved in acquiring Property. Many buyers ultimately make compromises when choosing which properties to make offers on and acquire. It is Buyer's responsibility to determine whether any property meets some, all, or enough of Buyers preferences and priorities.
3. **BUYER PREFERENCES AND PRIORITIES (check all that apply):**
   - A. **Price Range:** $ _________________________ to $ _________________________
   - B. **Property Use:**
     ☐ Primary residence, ☐ Second home, ☐ Income producing, ☐ Relative personal use ☐ Other _________________________
   - C. **Property Type:**
     ☐ Single Family Residence, ☐ Duplex, ☐ Triplex, ☐ Fourplex
     ☐ Condominium (☐ apartment style, ☐ townhouse style)
     ☐ Manufactured / Mobile home, (☐ In a park, ☐ On its own lot)
   - D. **Property Features:**
     ☐ Minimum # of bedrooms: _____ ☐ Minimum # of bathrooms: _____
     ☐ Minimum square footage: _____ ☐ Maximum square footage: _____
     ☐ Single story, ☐ Multi-level, ☐ Corner lot
     ☐ Yard (☐ Grass, ☐ Drought tolerant), ☐ Pool (☐ built-in ☐ above ground)
     ☐ Move-in ready (some repairs required), ☐ Fixer-upper
     ☐ Solar Panels, ☐ Gas appliances, ☐ Electric appliances
     ☐ School district: ____
     ☐ Accessibility/Disability features: ____
   - E. **Other** (Any other desired features or matters of concern or importance to Buyer, whether based on previous experience, prior offers, expectations, intended future use, financial ability to make repairs or improvements, or otherwise): _________________
     ____
     ____
     ____
4. **CONFIDENTIALITY:** The preferences and priorities identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, these preferences and priorities will not be disclosed to any seller or seller's agent except as Buyer authorizes Broker.
5. **IDENTIFICATION OF AND CHANGES TO PREFERENCES AND PRIORITIES:** Buyer represents that Buyer is not aware of any other material significant preferences and priorities concerning Buyer's effort to acquire property. Buyer has not made any verbal representations to Broker of additional preferences and priorities. Buyer agrees to notify Broker, in writing, of any change to Buyer's preferences and priorities.

By signing below, Buyer understands, acknowledges and agrees that Broker cannot guarantee that any property will meet any or all of Buyer's preferences and priorities and that it is Buyer's responsibility to determine to what extent any property meets Buyer's preferences and priorities.

Buyer has read, understands, and received a Copy of this Identification of Buyer Preferences and Priorities. Buyer is encouraged to read it carefully.

Buyer ____ Date: ____________

Buyer ____ Date: ____________

I acknowledge receipt of a copy of this Buyer Wants and Needs.

Real Estate Broker (Firm) ________________________________ DRE License # ________________

By (Agent) ________________________________ DRE License # ________________ Date: ____________

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Buyer's Initials ________/_________ Seller's Initials ________/_________

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BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form BRBC, Revised 6/24)

CALIFORNIA ASSOCIATION OF REALTORS®

1. **RIGHT TO REPRESENT:** ______________________________ ("Buyer") grants ______________________________ ("Broker") the non-exclusive right (unless Exclusive is checked in **paragraph 2D**) to represent Buyer in acquiring real property or a manufactured home.
2. **REPRESENTATION PERIOD:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 4 pages. The Parties are advised to read all 4 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A		Representation Period	Beginning on __________ (date) AND Ending _____ Days later at 11:59 P.M. OR upon completion of a resulting transaction, whichever occurs first
B		Property to be Acquired	
B(1)	4	Property type: (applies unless B(4) or (5) is checked)	Single family residential, including condominiums and manufactured homes, ☐ Multi-family residential with two to four units, ☐ Multi—family residential with 5 or more units, ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ __________
B(2)	4	Location	County(ies): __________ ☐ City(ies): __________
B(3)		Additional Description	__________
B(4)		☐ The following specified properties only:	__________
B(5)		☐ The properties identified on the attached list.	
C		☐ Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP)
D	5B(1), 5B(2)	Type of Representation	Non-exclusive, OR ☐ Exclusive
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 (real estate commissions include all compensation and fees to Broker).	
E(1)	5C	Amount	_____ percent of the acquisition price AND $ __________, OR ☐ $ __________, OR ☐ Pursuant to the compensation schedule attached
E(2)	5B	Payments from Third Parties (a) Up to Buyer's Obligation (b) Exceeding Buyer's Obligation	Shall be credited to Buyer, or ☐ __________. Shall be paid to Broker, or ☐ credited to Buyer, or ☐ __________.
E(3)	5A	Broker Compensation Explanation	See attached Broker Compensation Advisory (C.A.R. Form BCA)
E(4)	5E	Safety Clause period	_____ calendar days after the Representation Period or any extension
F	6	Cancellation Notice	**Non-exclusive:** effective upon receipt OR ☐ _____ days after receipt; **Exclusive:** effective 30 days after receipt or ☐ Neither party shall have the right to terminate this Agreement, except for cause, except by mutual agreement.
G	10B	Buyer Financial and Personal Information	Within 5 (or _____) calendar days from the execution of this Agreement
H	8	Properties Excluded from Representation	__________
I		Intentionally left blank	
J		Other Terms	__________

3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:
   - **A.** ☑ Buyer Transactional Advisory (C.A.R. Form BTA)
   - **B.** ☑ Buyer's Investigation Advisory (C.A.R. Form BIA-B)
   - **C.** ☑ Broker Compensation Advisory (C.A.R. Form BCA)
   - **D.** ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
   - **E.** ☐ Other __________
4. **PROPERTY TO BE ACQUIRED:** Broker provides services for the types of properties and in the locations specified in **paragraph 2B**, and has authorized any associate licensee working under this Agreement to provide the services indicated.

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

A. **ADVISORY:** Buyer has been advised that how and how much a broker is compensated in a real estate transaction, and who compensates the broker, is negotiable. See attached Broker Compensation Advisory (C.A.R. Form BCA).

B. **ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS:** If anyone other than Buyer compensates Broker for services covered by this Agreement,
 (1) **FOR AMOUNTS UP TO BUYER OBLIGATION:** The amount shall be credited toward Buyer's obligation to pay compensation, unless otherwise specified in **2E(2)(a)**.
 (2) **FOR AMOUNTS IN EXCESS OF BUYER OBLIGATION:** The excess amount shall be paid as specified in **paragraph 2E(2).**

C. **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 thereof, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereof 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. "Broker Involvement" means any of the following: **(i)** Buyer physically entered and was shown the Property by Broker; **(ii)** Broker showed the Property to Buyer virtually; **(iii)** Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or **(iv)** 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.
 (2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. Broker is entitled to compensation if Buyer acquires Property during the Representation Period 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.**

D. **THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATION:** If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in Buyer's offer obligating Seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.

E. **ADDITIONAL BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to the compensation provided for in **paragraph 2E(1)** if, within the time specified in **paragraph 2E(4)** or if there is a cancellation, after the effective date of the cancellation in **paragraph 2F**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within the time specified in **paragraph 2F**, Broker delivers Buyer a written notice of those properties which there was Broker Involvement (C.A.R. Form NBIP).

F. **TIMING OF COMPENSATION: Compensation is payable:**
 (1) Upon completion of any resulting transaction, and if escrow is used, through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property specified in **paragraph 2B** closes during or after the expiration of 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 by suit, settlement or otherwise. 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.

G. **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.**

H. **DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:**
 (1) Broker, at the earliest practical time prior to writing an offer on a property will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: **(i)** a copy of the MLS listing showing the cooperating compensation offered to Broker; or **(ii)** a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).
 (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.
 (3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Buyer to pay all or part of Broker's compensation, Buyer assigns to Broker any rights Buyer has to pursue the third party for such compensation.

6. **CANCELLATION OF BUYER REPRESENTATION AGREEMENT:** Either Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 2F**. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 2E(4)**, Buyer acquires 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. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

7. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** Buyer acknowledges receipt of the ☑ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.

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 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).

8. **PROPERTIES EXCLUDED FROM REPRESENTATION:**

A. Buyer acknowledges that Buyer has not entered into a representation agreement with another broker and has no obligation to pay compensation to any other broker arising out of the acquisition of the Property identified in **paragraph 2B**, except as specified in **paragraph 2H**.

B. If Buyer acquires a Property during the time Buyer is obligated to compensate another broker as specified in **paragraph 2H**, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

Buyer's Initials ________/__________ Broker's Initials ________/__________

EQUAL HOUSING OPPORTUNITY

9. **BROKER AUTHORIZATIONS AND OBLIGATIONS:**

A. Buyer authorizes Broker and Broker agrees to use the skill and diligence of a reasonably competent real estate licensee to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by **(i)** locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, and 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; **(ii)** as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; and **(iii)** upon request, providing Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and **(iv)** 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. See C.A.R. Form BTA for more information.

B. 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.

C. 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 in the course of representing Buyer has not been and will not be verified by Broker.

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

10. **BUYER OBLIGATIONS:**

A. GOOD FAITH: Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property in furtherance of this Agreement.

B. FINANCIAL AND PERSONAL INFORMATION: Within the time specified in **paragraph 2G**, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.

C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE: Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.

D. REPORTS/INVESTIGATIONS: Buyer agrees to pay for reports, Investigations and meetings arranged by Broker on Buyer's behalf.

E. ****BUYER MATERIAL ISSUES:** Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer for any property for which buyer makes an offer, or has already made an offer such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer.

F. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION: Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker.

11. **ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 12A**.

12. **DISPUTE RESOLUTION:**

A. MEDIATION: Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 11**. Exclusions from the mediation agreement are specified in **paragraph 12B**.

B. MEDIATION TERMS: The following matters are excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

13. **ENTIRE AGREEMENT:** All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

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

☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to Broker, within **3 Days** of signing, evidence of authority to act in that capacity.

(3) The name(s) of the Legally Authorized Signer(s) is: ____________________________, ____________________________.

(4) If a trust, Buyer may be identified as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
____
____.

BUYER SIGNATURE(S):

(Signature) By, ____ Date: ______________

Printed name of Buyer: ____

☐ Printed Name of Legally Authorized Signer: ____________________________ Title, if applicable, ______________________

Address ____ City ______________________ State _____ Zip _________

Email ____ Phone __________________________

(Signature) By, ____ Date: ______________

Printed name of Buyer: ____

☐ Printed Name of Legally Authorized Signer: ____________________________ Title, if applicable, ______________________

Address ____ City ______________________ State _____ Zip _________

Email ____ Phone __________________________

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) ____ Lic# __________________

Address ____ City ______________________ State _____ Zip _________

By ____ Date ______________

Tel. ________________________ E-mail ____ Lic# __________________

By ____ Date ______________

Tel. ________________________ E-mail ____ Lic# __________________

☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form BRBC, Revised 6/24)

1. **RIGHT TO REPRESENT:** ____ ("Buyer") grants ____ ("Broker") the non-exclusive right (unless **paragraph 5D(2)** is checked) to represent Buyer in acquiring real property or a manufactured home.
2. **REPRESENTATION PERIOD:** Beginning on _____________ (date) and ending **(i)** _____ days later at 11:59 P.M., or **(ii)** upon completion of a resulting transaction, whichever occurs first ("Representation Period").
3. **PROPERTY TO BE ACQUIRED ("Property"):** Broker provides services for the types of properties and in the locations specified in this paragraph and has authorized any associate licensee working under this Agreement to provide the services indicated.
   A. Description of Unidentified Property:
   (1) Type (check all that apply): Single family residential, including condominiums and manufactured homes, ☐ Multi-family residential with two to four units, ☐ Multi-family residential with 5 or more units, ☐ Industrial, ☐ Vacant Land, ☐ Commercial, ☐ ____
   (2) Location: County(ies) of ______________________, ☐ City(ies) of ______________________
   (3) Additional Description: ____
   OR B. ☐ The following specified properties only: ____
   OR C. ☐ The properties identified on the attached list.
4. ☐ **ADDITIONAL BUYER PREFERENCES:** Buyer preferences and priorities on the attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP).
5. **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 (real estate commissions include all compensation and fees to Broker).
   A. ADVISORY: Buyer has been advised that how and how much a broker is compensated in a real estate transaction, and who compensates the broker, is negotiable. See attached Broker Compensation Advisory (C.A.R. Form BCA).
   B. BUYER AGREES TO PAY TO BROKER AS FOLLOWS: ((1) applies unless (2) or (3) is checked. Do not check both.)
   (1) ______ percent of the acquisition price AND $ ______________________________,
   OR ☐ (2) $ ______________________________,
   OR ☐ (3) Pursuant to the compensation schedule attached.
   C. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS: If anyone other than Buyer compensates Broker for services covered by this Agreement,
   (1) **AMOUNTS UP TO BUYER OBLIGATION:** The amount shall be credited toward Buyer's obligation to pay compensation.
   (2) **AMOUNTS EXCEEDING BUYER OBLIGATION:** The excess amount shall be paid to Broker, or ☐ credited to Buyer, or ☐ ____.
   D. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 5A** from Buyer if during the Representation Period, or any extension thereof, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 3**, and the seller thereof 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. "Broker Involvement" means any of the following: **(i)** Buyer physically entered and was shown the Property by Broker; **(ii)** Broker showed the Property to Buyer virtually; **(iii)** Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; or **(iv)** 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.
   OR ☐ (2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Broker is entitled to compensation if Buyer acquires Property during the Representation Period 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 3**.
   E. THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATIONS: If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in Buyer's offer obligating Seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.
   F. ADDITIONAL BROKER RIGHT TO COMPENSATION: Broker shall be entitled to the compensation provided for in **paragraph 5A** if, within _____ calendar days after expiration of the Representation Period or any extension thereof or, if there is a cancellation, after the effective date of the cancellation in **paragraph 6**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within the time specified in **paragraph 6**, Broker delivers Buyer a written notice of those properties which there was Broker Involvement (C.A.R. Form NBIP).

Buyer's Initials _________/_________ Broker's Initials _________/_________

G. TIMING OF COMPENSATION: Compensation is payable:

(1) Upon completion of any resulting transaction, and if escrow is used, through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property specified in **paragraph 3** closes during or after the expiration of 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 by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 5A**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

H. 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.

I. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

(1) Broker, at the earliest practical time prior to writing an offer on a property will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: **(i)** a copy of the MLS listing showing the cooperating compensation offered to Broker; or **(ii)** a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).

(2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.

(3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Buyer to pay all or part of Broker's compensation, Buyer assigns to Broker any rights Buyer has to pursue the third party for such compensation.

6. CANCELLATION OF BUYER REPRESENTATION AGREEMENT:

A. Either Buyer or Broker may cancel this Agreement by giving written notice to the other. This Agreement shall be terminated: **(i)** If **paragraph 5C(1)** applies, upon receipt of the notice or ☐ _____ days after receipt; or **(ii)** If **paragraph 5C(2)** applies, 30 days after receipt of the notice. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 5E**, Buyer acquires Property for which there was Broker Involvement (C.A.R. Form NBIP **paragraph 5C(1)**) 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. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

B. ☐ (If checked AND only if **paragraph 5C(2)** applies) Neither party shall have the right to cancel this Agreement prior to expiration, except by mutual agreement.

7. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Buyer acknowledges receipt of the ☑ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.

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 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).

8. PROPERTIES EXCLUDED FROM REPRESENTATION:

A. Buyer acknowledges that Buyer has not entered into a representation agreement with another broker and has no obligation to pay compensation to any other broker arising out of the acquisition of the Property identified in **paragraph 3**, except ______________

____.

B. If Buyer acquires a Property during the time Buyer is obligated to compensate another broker as specified in **paragraph 8A**, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

9. BROKER AUTHORIZATIONS AND OBLIGATIONS:

A. Buyer authorizes Broker and Broker agrees to use the skill and diligence of a reasonably competent real estate licensee to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by **(i)** locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, and 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; **(ii)** as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; and **(iii)** upon request, providing Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and **(iv)** 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. See C.A.R. Form BTA for more information.

B. 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.

C. 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 in the course of representing Buyer has not been and will not be verified by Broker.

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

10. BUYER OBLIGATIONS:

A. GOOD FAITH: Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property in furtherance of this Agreement.

B. FINANCIAL AND PERSONAL INFORMATION: Within **5 (or ☐ _____) calendar days** from the execution of this Agreement, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds and a preapproval/ prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.

C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE: Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.

Buyer's Initials _________/__________ Broker's Initials _________/__________

EQUAL HOUSING OPPORTUNITY

D. **REPORTS/INVESTIGATIONS:** Buyer agrees to pay for reports, Investigations and meetings arranged by Broker on Buyer's behalf.

E. **BUYER MATERIAL ISSUES:** Buyer shall notify Broker in writing (C.A.R. Form BMI) of any material issue to Buyer for any property for which buyer makes an offer, or has already made an offer, such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer.

F. **INCORRECT, INCOMPLETE OR INACCURATE INFORMATION:** Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Buyer, or from any Material Issues that Buyer fails to disclose in writing to Broker.

11. **ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 12A**.

12. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 11**. Exclusions from the mediation agreement are specified in **paragraph 12B**.

B. **MEDIATION TERMS:** The following matters are excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

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

A. ☑ Buyer Transactional Advisory (C.A.R. Form BTA)

B. ☑ Buyer's Investigation Advisory (C.A.R. Form BIA)

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

D. ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

E. ☐ Other: ______________________________

14. **OTHER TERMS:** ______________________________
______________________________.

15. **ENTIRE AGREEMENT:** All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

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

☐ **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to Broker, within **3 Days** of signing, evidence of authority to act in that capacity.

(3) The name(s) of the Legally Authorized Signer(s) is: ____________________, ____________________.

(4) If a trust, Buyer may be identified as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
____
______________________________.

BUYER SIGNATURE(S):

(Signature) By, ______________________________ Date: __________

Printed name of Buyer: ______________________________

☐ Printed Name of Legally Authorized Signer: ____________________ Title, if applicable, ____________

Address ____________________ City ____________ State _____ Zip _______

Email ______________________________ Phone ____________

(Signature) By, ______________________________ Date: __________

Printed name of Buyer: ______________________________

☐ Printed Name of Legally Authorized Signer: ____________________ Title, if applicable, ____________

Address ____________________ City ____________ State _____ Zip _______

Email ______________________________ Phone ____________

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) ____ Lic#________________

Address ____City ____________________ State _____ Zip _________

By ____ Date _____________

Tel. _____________________ E-mail ____ Lic#________________

By ____ Date _____________

Tel. _____________________ E-mail ____ Lic#________________

☐ Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 6/24)

Date Prepared: ______________

1. **EXCLUSIVE RIGHT TO SELL:** ____ ("Seller") hereby employs and grants ____ ("Broker") the exclusive and irrevocable right to sell or exchange the real property described as ______________________________, situated in ______________________ (City), ____________________ (County), California, __________ (Zip Code), Assessor's Parcel No. ________________ ("Property") for the Listing Period* in **paragraph 2A**.

   * The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing agreement, or a memorandum or notice thereof, with the county recorder.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 6 pages. The Parties are advised to read all 6 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	
A		Listing Period	Beginning on ____________ (date) Ending _____ at 11:59 P.M. on ____________ (date)	
B		Listing Price	________________________________ Dollars ($____________)	
B(1)		Specialty Listings	☐ Manufactured (mobile) home (C.A.R. Form MHLA attached) ☐ Probate, conservatorship or guardianship (C.A.R. Form PLA attached)	
C	4	**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 (real estate commissions include all compensation and fees to Broker).**		
C(1)	4A	Seller's Broker Compensation	_____% of the listing price (or if a purchase agreement is entered into, of the purchase price OR ☐ $ ____________, AND ____________________	
C(2)	4B(1)	Buyer's Broker Compensation Being Offered in MLS, if any	_____% of the purchase price OR ☐ $ ____________, AND ____________________	
C(3)	4B(2)	Buyer's Broker Compensation outside of MLS, if any	Same as **paragraph 2C(2)** or ☐ ____________________	
C(4)	4C(1)	Dual Agency Additional Compensation	_____% of the purchase price OR ☐ $ ____________, AND ____________________	
C(5)	4C(2)	No Buyer Agent Additional Compensation	_____% of the purchase price OR ☐ $ ____________, AND ____________________	
C(6)	4D(2)	Safety Clause period	______ calendar days	
C(7)		Additional Compensation	________________________________	
C(8)	4F	Compensation to Other Brokers	Previous Listing/Other Broker(s): ____________________ Compensation to above Broker(s) owed if transferred to the following: ________ ________________________________	
D		**Items Included and Excluded**		
D(1)	5A	Items Included ☐ ________________________;	☐ ________________________; ☐ ________________________;	☐ ________________________; ☐ ________________________
D(2)	5A	Excluded Items: ☐ ________________________;	☐ ________________________; ☐ ________________________;	☐ ________________________; ☐ ________________________
D(3)	5B	Leased Items: ☐ Propane Tank(s);	☐ Solar Power System(s); ☐ Water Softener;	☐ Alarm System(s); ☐ ________________________
D(4)	5B	Liened Items: ☐ Heating/Ventilation/Air conditioning systems	☐ Solar Power System(s); ☐ ________________________;	☐ Windows or Doors; ☐ ________________________
D(5)	5B	Smart Home Feature Included: ________________________ Smart Home Features Excluded: ________________________		
E		**MLS and Public Marketing**		
E(1)	6-8	MLS Subscriptions	Primary ____________________	Other(s): ____________________
E(2)	8C	☐ Opt out of Coming Soon Status		
E(3)	8D	Public Marketing	To begin on the Beginning Date of this Agreement or ☐ ____________ (date)	OR ☐ Seller instructs Broker not to market the property to the public

Seller's Initials _________/_________

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Property Address:____ Date:________________

E(4)	8F	☐ No Clear Cooperation in MLS		
E(5)	9C	☐ Opt out of certain internet features in MLS	C.A.R. Form SELI attached	
F		**Seller and Broker Duties**		
F(1)	11B(2)	☐ Delayed Presentation of Offer	Present offers on ____________ (date) or ☐ ____ Days after the property is listed as active on the MLS	
F(2)	11C(2)	☐ Opt in for Buyer Love Letters		
F(3)	11E	Investigation Reports	☑ Natural Hazard Disclosure ☐ Structural Pest Control, ☐ General Property Inspection, ☐ Homeowners Association Documents, ☐ Preliminary (Title) Report, ☐ Roof Inspection, ☐ Pool Inspection, ☐ Septic/Sewer Inspection, ☐ Other: ____________________	Seller shall order and pay for any reports selected within 5 (or ____) Days of the Beginning Date of this Agreement
G	15B	☐ Instruction for Limitation of Photographs by others		
H		Exceptions to Ownership/Title	____	
I		☐ Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)		
J		Additional Terms	____ ____	

3. **ADVISORIES AND ADDENDA:**
☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
☐ Trust Advisory (C.A.R. Form TA) ☐ 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 Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. **SELLER'S BROKER COMPENSATION:** Seller agrees to pay to Broker as compensation for services for representing Seller, the amount specified in **paragraph 2C(1).**

B. **OFFER TO COMPENSATE BUYER'S BROKER:**
(1) **ADVISORY:** Commissions are negotiable and Seller is not required to pay buyer's broker commission. Seller has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
(2) **AUTHORIZATION:** Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
(A) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in **paragraph 2C(2).**
(B) Broker is authorized to cooperate with and compensate brokers outside the MLS as specified in **paragraph 2C(3).**

C. **COMPENSATION WHEN NO SEPARATE BUYER'S BROKER:**
(1) **Dual Agency:** Seller agrees to pay to Broker as compensation for services for representing Buyer, the amount specified in **paragraph 2C(4)**. If this amount is different than the amount specified in **paragraph 2C(2)**, then this variable/dual rate compensation will be disclosed to other agents and in the MLS, if required.
(2) **No Buyer's Broker:** If the Buyer is unrepresented, Seller agrees to pay to Broker as compensation for the additional efforts and complications involved with such a scenario, the amount specified in **paragraph 2C(5).**

D. **COMPENSATION TERMS:** Compensation is earned, and Seller shall pay Broker as follows:
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so be Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
OR (2) If within the time specified in **paragraph 2C(6)**, (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: **(i)** who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or **(ii)** for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under **paragraph 4D(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

E. **ADDITIONAL TERMS:**
(1) If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 3** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
(2) Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 3**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

(1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(8).**

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in **paragraph 2C(8).**

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

5. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items specified in **paragraph 2D** be included or excluded in offering the Property for sale, but understands that: **(i)** the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and **(ii)** Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in **paragraph 2D(3)** are leased or not owned by Seller and the items specified in **paragraph 2D(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

C. SMART HOME FEATURES: The smart home features are included or excluded as specified in **paragraph 2D(5).**

6. **MULTIPLE LISTING SERVICE:**

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and financing, if applicable, **(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.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber the Multiple Listing Service (MLS) specified in **paragraph 2E** and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2E** is not the primary MLS for the geographic area of the Property. When required by **paragraph 7** or by the MLS, Property will be listed with the MLS(s) specified above.

7. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE 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 are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

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 and; **(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.

C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

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.

Seller's Initials _________/__________ **Broker's/Agent's Initials** _________/__________

8. **PUBLIC MARKETING OF PROPERTY:**

A. CLEAR COOPERATION POLICY: Unless specified in **paragraph 2E(4), MLS rules require** that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. PUBLIC MARKETING WITHIN CLEAR COOPERATION: (i) 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. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM): 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. Unless specified in **paragraph 2E(2)**, Seller does authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.

D. Seller Instructs Broker:

(1) Seller instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or specified in **paragraph 2E(3)**.

OR (2) If checked in **paragraph 2E(3)**, Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and 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.

E. **Whether paragraph 7D(1) or 7D(2)** applies, as specified in **paragraph 2E(3)**, Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.

F. **CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in **paragraph 2E(4)**, the MLS's utilized by Broker do not have a Clear Cooperation Policy. **Paragraphs 7A-E** do not apply to this listing. 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.

9. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

A. **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

B. **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 (C.A.R. Form SELI). 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.

(1) **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.

(2) **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.

C. **SELLER ELECTION TO OPT-OUT:** If checked in **paragraph 2E(5)**, Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

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

11. **BROKER'S AND SELLER'S DUTIES:**

A. **Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in **10E** as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

B. **Presentation of Offers:**

(1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. Seller is advised to discuss and consider the best strategy for Seller.

(2) (A) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.

OR (B) **Seller instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2F(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2F(1)**. Broker and Seller may amend this time by agreeing in writing. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller.

C. **Buyer Supplemental Offer Letters (Buyer Letters):**

(1) **Paragraph 8** of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.

(2) (A) **Seller instructs Broker not to present Buyer Letters:** Whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.

OR (B) **If checked in paragraph 2F(2), Seller instructs Broker to present Buyer Letters**: Broker advises seller that: **(i)** Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and **(ii)** if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 3F**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. **Investigations and Reports:** Seller agrees, within the time specified in **paragraph 2F(3)**, to order and, when required by the service provider, pay for all reports specified in **paragraph 2F(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

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

13. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** Seller acknowledges receipt of a ☑ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 3F**.

C. POSSIBLE DUAL AGENCY WITH BUYER: Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

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

E. POTENTIALLY COMPETING SELLERS AND BUYERS: Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a ☑ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

F. TERMINATION OF AGENCY RELATIONSHIP: Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.

14. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO: Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.

15. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (or ☐ if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.

B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked in **paragraph 2G** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.

16. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.

A. Seller does (or if checked ☐ does not) authorize Broker to install a keysafe/lockbox.

B. TENANT-OCCUPIED PROPERTY: If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).

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

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

19. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs except as provided in **paragraph 21A**.

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

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

22. DISPUTE RESOLUTION:

A. MEDIATION: (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 18**. (4) **Exclusions from this mediation agreement are specified in paragraph 22B.**

Property Address:____

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

C. ARBITRATION ADVISORY: If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

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

24. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are specified in **paragraph 2H**.

25. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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

☐ **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 25** for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is: ____________________, ____________________.
(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: ____________ ____.

SELLER SIGNATURE(S):

(Signature) By, ________________________________ Date: __________
Printed name of SELLER: ________________________________
☐ Printed Name of Legally Authorized Signer: ________________ Title, if applicable, __________
Address ____________________ City ____________ State ____ Zip ______
Email ____________________________ Phone # ____________

(Signature) By, ________________________________ Date: __________
Printed name of SELLER: ________________________________
☐ Printed Name of Legally Authorized Signer: ________________ Title, if applicable, __________
Address ____________________ City ____________ State ____ Zip ______
Email ____________________________ Phone # ____________

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) ____________________________ DRE Lic# __________
Address ____________________ City ____________ State ____ Zip ______
By ____________ Tel. ________ E-mail ________ DRE Lic# ______ Date ______
By ____________ Tel. ________ E-mail ________ DRE Lic# ______ Date ______

☐ Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SECURITY DEPOSIT EXEMPTIONS DISCLOSURE AND ADDENDUM

(C.A.R. Form SDDA, 6/24)

This is a disclosure and addendum to the Residential Lease or Month-to-Month rental Agreement, OR ☐ Other ____________________ ____ ("Agreement"), dated _____________, on property known as ____________________________ ("Premises"), in which ____________________________ is referred to as Housing Provider, and ____________________________ is referred to as Tenant.

1. **RESIDENTIAL RENTAL PROPERTY SECURITY DEPOSIT LAW:** California Civil Code § 1950.5(c)(1) provides that a landlord may not demand or receive security, however denominated, in an amount or value in excess of an amount equal to one month's rent, in addition to any rent for the first month paid on or before initial occupancy. There is an exception to this law based on the status of the landlord. The exception is specified in **paragraph 2**. This law is effective on July 1, 2024. Security deposits received before July 1, 2024 are not affected by this law.

2. **EXCEPTION TO RESIDENTIAL RENTAL PROPERTY SECURITY DEPOSIT LAW:** A landlord, which includes the owner of the property and any other person or entity identified as Housing Provider, may demand or receive a security deposit, paid on or before initial occupancy, in an amount equal to two months' rent, in addition to any first month's rent only if the following two conditions exist:
   (i) The landlord is a natural person or a limited liability company in which all members are natural persons; and
   (ii) The landlord owns no more than two residential rental properties that collectively include no more than four dwelling units offered for rent.

   For purposes of this law, **(i)** "Natural person" includes any natural person who is a settlor or beneficiary of a family trust; and **(ii)** "Family trust" means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

3. **EXEMPTION TO EXCEPTION:** Even if landlord meets the conditions established in **paragraph 2**, landlord may not demand or receive security deposit exceeding one month's rent if the prospective tenant is (service member):
   (i) An active member of the Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard or reserve member of any of the just named armed forces who is ordered into active duty; or
   (ii) A member of the California National Guard, State Guard or Naval Militia called or ordered into active service.

4. ☐ **REPRESENTATION OF LANDLORD OF EXCEPTION TO RESIDENTIAL SECURITY DEPOSIT LAW:** Landlord represents that Landlord meets the conditions specified in **paragraph 2**, above, and, accordingly, may demand or receive from tenant a security deposit in an amount of up to two months' rent.

   Landlord (Housing Provider) ________________________________ Date _____________
   Landlord (Housing Provider) ________________________________ Date _____________

5. ☐ **REPRESENTATION OF TENANT OF SERVICE MEMBER STATUS:**
   Tenant represents that tenant is a member of the ☐ Army, ☐ Navy, ☐ Air Force, ☐ Marine Corps, ☐ Space Force, ☐ Coast Guard, as (check applicable boxes in A(1) or A(2), or B):
   A. As:
   ☐ (1) An active member;
   OR ☐ (2)A reserve member who is ordered into active duty;
   OR B. A member of the ☐ California National Guard, ☐ State Guard, ☐ Naval Militia called or ordered into active service.

   Tenant ________________________________ Date _____________
   Tenant ________________________________ Date _____________

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Buyer's Initials ________/_________ Seller's Initials ________/_________

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PAYMENT TO BUYER'S BROKER

(C.A.R. Form SPBB, 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other ____________________, dated ____________, ("Agreement")
on property known as ____________________ ("Property")
in which ____________________ is referred to as ("Buyer"),
and ____________________ is referred to as ("Seller").

INSTRUCTIONS:

- **Only use this form if:**
  - **(i) Buyer and Buyer's Agent have ALREADY ENTERED INTO A BUYER REPRESENTATION AGREEMENT (C.A.R. Form BRBC);**
  - **AND (ii) Buyer has an obligation to pay Buyer's Broker compensation pursuant to the representation agreement after first deducting any amount that Buyer's Broker will be receiving from Seller's broker through the MLS or other agreement (C.A.R. Form CBC);**
  - **AND (iii) Buyer is asking Seller to pay Buyer's Broker all or a portion of the balance due Buyer's Broker under the representation agreement. This amount shall be entered into paragraph 3.**
- **Seller may accept, reject or counter this term, as with any other term in Buyer's offer.**

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

1. **BUYER REPRESENTATION AGREEMENT WITH COMPENSATION:** Buyer has entered into a written agreement to compensate Buyer's Broker _____% of the purchase price OR, if checked ☐ $ ______________ for purchase of the Property.
2. **COMPENSATION FROM SELLER'S BROKER TO BUYER'S BROKER:** As of the date this Seller Payment for Buyer's Broker document is signed by Buyer, and pursuant to the MLS (or ☐ ______), Seller's Broker has agreed to pay Buyer's Broker _____% of the purchase price OR, if checked ☐ $ ______________ upon completion of the transaction.
3. **SELLER PAYMENT TO BUYER'S BROKER (SHALL NOT BE GREATER THAN THE AMOUNT IN PARAGRAPH 1 MINUS THE AMOUNT IN PARAGRAPH 2):** Seller agrees to pay Buyer's Broker _____% of the purchase price OR, if checked ☐ $ ______________ (insert a percentage or an amount which is no greater than the applicable percentage or amount in **paragraph 1** less the applicable percentage or amount in **paragraph 2**). Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement.
4. Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller a copy of the portion of the written agreement between Buyer and Buyer's Broker identifying the amount of compensation Buyer has agreed to pay Buyer's Broker.
5. If Buyer's Broker is the same as Seller's Broker, then the amount specified in the MLS shall apply in the manner specified in **paragraph 2** and **3**. Additionally, if Broker has agreed in a listing agreement to a reduced amount of compensation in the event of dual agency, the amount of compensation specified in the MLS will still apply to offset the compensation that Buyer has agreed to pay Buyer's Broker.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment for Buyer's Broker.

Buyer ______________________________ Date ____________

Buyer ______________________________ Date ____________

Seller ______________________________ Date ____________

Seller ______________________________ Date ____________

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SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 6/24)

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.
   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

 Buyer's Initials _________/_________ Seller's Initials _________/_________

EQUAL HOUSING OPPORTUNITY

Property Address: ____________________

K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums .... ☐ Yes ☐ No
L. Material facts or defects affecting the Property not otherwise disclosed to Buyer .... ☐ Yes ☐ No

Explanation, or ☐ (if checked) see attached; ____________________

7. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .... ☐ Yes ☐ No

B. Any alterations, modifications, replacements, improvements, remodeling,or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .... ☐ Yes ☐ No

C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .... ☐ Yes ☐ No

D. Any part of the Property being painted within the past 12 months .... ☐ Yes ☐ No

E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) .... ☐ Yes ☐ No

(1) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if, No, leave (b) blank)..................... ☐ Yes ☐ No

(2) If yes to (1), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule .... ☐ Yes ☐ No

F. Whether you purchased the property within 18 months of accepting an offer to sell it..................... ☐ Yes ☐ No

(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property............ ☐ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: **(i)** a list of such Improvements and **(ii)** the name and contact information for each contractor who performed services of $500 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below **(i)** a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and **(ii)** for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation: ____________________

8. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances .... ☐ Yes ☐ No

B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..................... ☐ Yes ☐ No

C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) .... ☐ Yes ☐ No

D. An alternative septic system on or serving the Property .... ☐ Yes ☐ No

E. Whether any structure on the Property is an Accessory Dwelling Unit (ADU)..................... ☐ Yes ☐ No

(1) If Yes to E, has the ADU received a permit or other government approval..................... ☐ Yes ☐ No

(2) If Yes to E, are there separate utilities and meters for the ADU..................... ☐ Yes ☐ No

Explanation: ____________________

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs .... ☐ Yes ☐ No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property .... ☐ Yes ☐ No

(**NOTE:** If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: ____________________

10. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property .... ☐ Yes ☐ No

B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property..... ☐ Yes ☐ No

C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood .... ☐ Yes ☐ No

Explanation: ____________________

11. PETS, ANIMALS AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Past or present pets on or in the Property .... ☐ Yes ☐ No

B. Past or present problems with livestock, wildlife, insects or pests on or in the Property .... ☐ Yes ☐ No

Property Address:____

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .... ☐ Yes ☐ No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .... ☐ Yes ☐ No
If so, when and by whom

Explanation: ____

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

A. Surveys, easements, encroachments or boundary disputes .... ☐ Yes ☐ No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage .... ☐ Yes ☐ No

C. Use of any neighboring property by you .... ☐ Yes ☐ No

Explanation: ____

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

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property .... ☐ Yes ☐ No

B. Operational sprinklers on the Property .... ☐ Yes ☐ No
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system .... ☐ Yes ☐ No

C. A pool heater on the Property .... ☐ Yes ☐ No
If yes, is it operational? .... ☐ Yes ☐ No

D. A spa heater on the Property .... ☐ Yes ☐ No
If yes, is it operational? .... ☐ Yes ☐ No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired .... ☐ Yes ☐ No

Explanation:____

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

A. Property being a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☐ No

B. Any Homeowners' Association (HOA) which has any authority over the subject property .... ☐ Yes ☐ No

C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) .... ☐ Yes ☐ No

D. CC&R's or other deed restrictions or obligations .... ☐ Yes ☐ No

E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property .... ☐ Yes ☐ No

F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property .... ☐ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement .... ☐ Yes ☐ No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee .... ☐ Yes ☐ No

Explanation: ____

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

A. Other than the Seller signing this form, any other person or entity with an ownership interest .... ☐ Yes ☐ No

B. Leases, options or claims affecting or relating to title or use of the Property .... ☐ Yes ☐ No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .... ☐ Yes ☐ No

D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property .... ☐ Yes ☐ No

E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not .... ☐ Yes ☐ No

F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity .... ☐ Yes ☐ No

G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property .... ☐ Yes ☐ No

H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill .... ☐ Yes ☐ No

Explanation: ____

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

Property Address:____

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. 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

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

F. 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

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

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

I. 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

J. 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

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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WOODEN BALCONIES AND STAIRS ADDENDUM
(C.A.R. Form WBSA, 6/24)

This is an addendum to the Residential Purchase Agreement or ☐ Counter offer No. _____, or ☐ Other _______________
____ ("Agreement"),
dated _____________, on property known as _______________________________ ("Property"),
between ____ ("Buyer"),
and ____ ("Seller").
Buyer and Seller are referred to as "Parties."

1. **BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:**
   A. If any building on the Property contains 3 or more units, and has balconies, decks, stairways or other structure extending beyond the exterior walls of the building, which are at least 6 feet above ground level, and supported in whole or in part by wood or wood-based products ("Elevated Elements"), Health and Safety Code § 17973 requires that an inspection of the Elevated Elements be completed by January 1, 2025 and at least every 6 years thereafter.
   B. If the inspection report indicates that the inspector advises there is an immediate threat to the safety of occupants or requires corrective work for non-immediate threats, then the owner must take the appropriate corrective measure required under Health and Safety Code § 17973.
   C. Health and Safety Code § 17973 obligates an owner to maintain copies of the inspection report for not less than two inspection cycles.
2. **REQUIREMENT TO DELIVER REPORT TO BUYERS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: **(i)** an inspection report of the Elevated Elements prepared within the preceding 6 years pursuant to Health and Safety Code § 17973 showing that the Elevated Elements are in proper working condition and do not pose a threat to health or safety; OR **(ii)** if the report shows that any portion of the Elevated Element are in need of repair, a copy of the report and evidence that the indicated Elevated Elements have been corrected in accordance with code and permit requirements; OR **(iii)** up until January 1, 2025 disclose if no such report has been made or repairs completed.
3. **WHEN PROPERTY IS IN A COMMON INTEREST DEVELOPMENT:** The requirements under Health and Safety Code § 17973 do not apply to the owner of a property in a common interest development. However, the association will have similar obligations, but the inspection is required every 9 years. The report should be kept and incorporated into the association's reserve study.

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

Buyer _______________________________________ Date ___________
Buyer _______________________________________ Date ___________

Seller _______________________________________ Date ___________
Seller _______________________________________ Date ___________

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