

# WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)  
(C.A.R. Form WFDA, Revised 6/22)



1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean-up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
  - A. Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
  - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
  - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
  - D. Local, state and federal requirements for cleanup and building approvals;
  - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
  - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
  - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
  - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
  - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
  - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
  - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES:** Buyer/Lessee is advised:
  - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
  - B. To investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
  - C. That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
  - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
  - E. That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Lessee's ability to afford or qualify for loans or meet income ratios for rentals.
  - F. That if you are not able to obtain fire insurance and have removed property investigation or loan contingencies you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
  - A. California Department of Insurance "WildfireResource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <https://wildfirerecovery.caloes.ca.gov/>
  - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.ca.gov/> and <https://www.readyforwildfire.org/>
  - D. California Department of Transportation <https://calsta.ca.gov/>
  - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
  - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
  - G. Buyer/Lessee is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
  - A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a high or very high fire hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
  - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.



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

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

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

Buyer/Lessee X

*Jennifer Burbank*  
Jennifer Burbank

Date

9/4/23

Buyer/Lessee X

*James Burbank*  
James Burbank

Date

9/4/23

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WFDA REVISED 6/22 (PAGE 2 OF 2)

**WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)**

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

518 N Stoneman

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety* (with gas shut-off valve update) which includes the *Federal Lead* booklet and *Toxic Mold Update*:

- ☐ Helpful  
☐ Too detailed  
☐ Not detailed enough

- ☐ Clearly written  
☐ Confusing

- ☐ The booklet helped me to locate earthquake weaknesses in my home.  
☐ I have strengthened my home to resist earthquakes.  
☐ I plan to fix my home's earthquake weaknesses.  
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was \_\_\_\_\_.

Comments: \_\_\_\_\_

***We Want To Hear From You!***

California Seismic Safety Commission  
 1900 K Street, Suite 100  
 Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **518 N Stoneman Avenue, Alhambra, CA 91801**

Date 9/4/23 Time 4:09 PM

(Buyer's signature)

**Jennifer Burbank**

(printed name)

Date 9/4/23 Time 4:09 PM

(Buyer's signature)

**James Burbank**

(printed name)

Date 9/4/23

**Johnny Aragon**

**Coldwell Banker Realty**

(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R. Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **518 N Stoneman Avenue, Alhambra, CA 91801**

Date 9/5/2023 | 11:04:59 AM PDT

(Seller's signature)

**Bradford M. Martinez**

(printed name)

Date 9/5/2023 | 11:51:50 AM PDT

**Vicki Martinez**

**Vicki Martinez**

(printed name)

Date 9/5/2023 | 12:46:37 PM PDT

**Martiso Grier**

**Coldwell Banker Realty**

(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

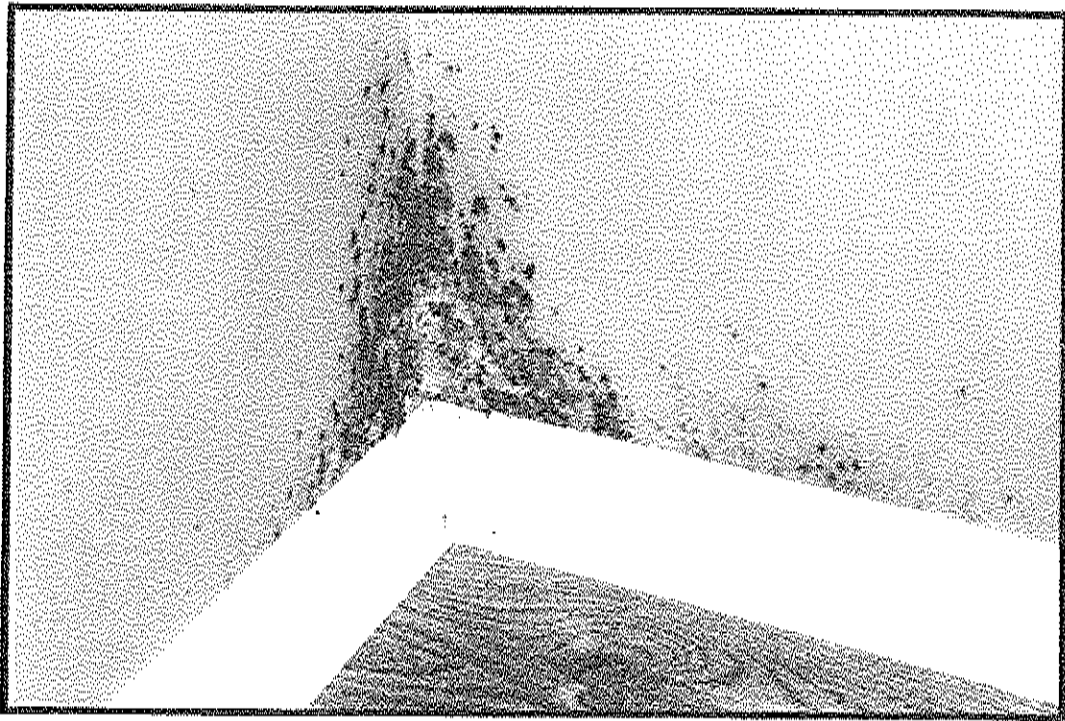
California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R. Publication 09/10

# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

## Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

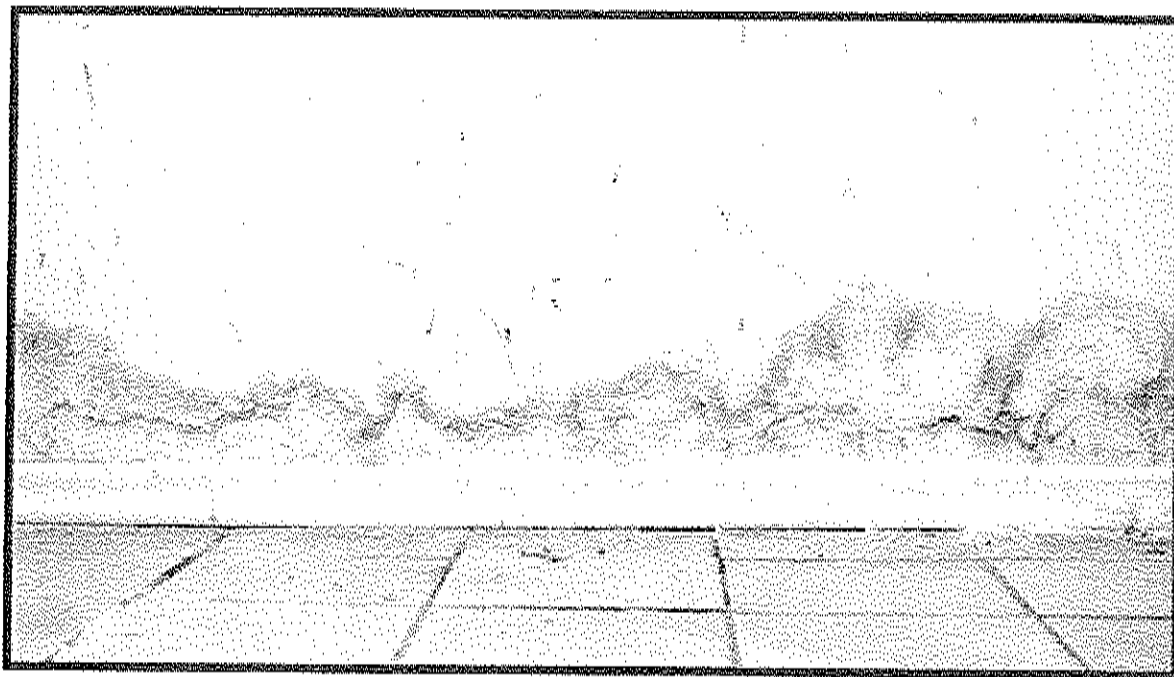
Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*

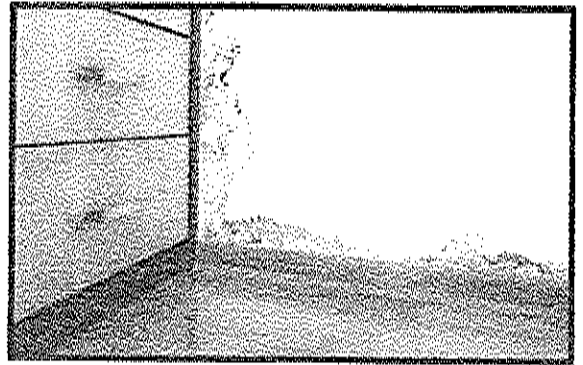


## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows



### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout

## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: If a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions - for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*







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## ANIMAL TERMS AND CONDITIONS ADDENDUM

(C.A.R. Form ATCA, 6/23)



COLDWELL BANKER  
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other \_\_\_\_\_  
dated 9/11/2023, on property located at (Street Address) 518 N Stoneman Ave.  
(Unit/Apartment) \_\_\_\_\_ (City) Alhambra (State) California (Zip Code) 91801 ("Premises"),  
in which James and Jennifer Burbank is referred to as "Tenant"  
and Brad and Vicki Martinez is referred to as "Housing Provider"  
(the term "Housing Provider" includes Rental Property Owner and agent).

### ANIMAL ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises: Canine "Husky"  
subject to the following terms and conditions:

#### 1. Tenant represents that the animal(s) is:

- A. ☐ a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious): \_\_\_\_\_
- OR B. ☒ a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;
- OR C. ☐ a pet.

2. Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
3. Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property destruction; and (iii) has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
4. Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
5. Tenant is responsible for compliance with all local laws and regulations relating to the animals.
6. Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
7. Tenant agrees to keep Premises free from animal odor and stain.
8. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
9. Animals may not be bathed or groomed in the laundry room sinks, pools, or pool area.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by an animal(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of animals.
11. Tenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's animal(s).
12. Terms and Conditions Applicable to Pets Only:
  - A. Permission to have an pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
  - B. If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.
  - C. ☐ Tenant agrees to carry renter's insurance which includes coverage for pet ownership.
13. \_\_\_\_\_

By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.

Tenant (Signature): X [Signature] Date: 8/19/24

Tenant (Signature): X [Signature] Date: 8/19/24

Housing Provider (Signature) X [Signature] Date: 8/13/24

Housing Provider (Signature) X [Signature] Date: 8/13/24

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ANIMAL TERMS AND CONDITIONS ADDENDUM (ATCA PAGE 1 OF 1)