

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(Ca Civ Code §§ 1102 et seq.)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF _____, 20____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

Haus Services, Inc. c.2017 Mandatory Real Estate Transfer Disclosure Statement

Property Address: _____

Buyers Initials _____ and _____

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER:

Seller ☐ **is** ☐ **is not** occupying the property.

A. The subject property has the items checked below (read across): *

- | | | |
|--|---|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> Burglar Alarms |
| <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Smoke Detectors | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Evaporator Coolers |
| <input type="checkbox"/> Wall/Window Air Cndtng. | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Built-In Barbecue | <input type="checkbox"/> Gazebo |
|
 | | |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> <u>Spa/Hot Tub</u> | <input type="checkbox"/> <u>Pool</u> |
| | <input type="checkbox"/> Locking Safety Cover | <input type="checkbox"/> Child Resistant Barrier |
|
 | | |
| <input type="checkbox"/> <u>Pool/Spa Heater</u> | <input type="checkbox"/> <u>Water Heater</u> | <input type="checkbox"/> <u>Water Supply</u> |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Gas | <input type="checkbox"/> City |
| <input type="checkbox"/> Solar | <input type="checkbox"/> Solar | <input type="checkbox"/> Well |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Electric | <input type="checkbox"/> Private Utility |
| | | <input type="checkbox"/> Other _____ |
| | | <input type="checkbox"/> Water Conserving Features |
|
 | | |
| <input type="checkbox"/> <u>Gas Supply</u> | <input type="checkbox"/> Security Gates | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Utility | | |

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☐ Bottled (Tank)

☐ **Automatic Garage Door Opener(s)**

☐ Number of Remote Controls

☐ **Window Security Bars**

☐ Quick Release Mechanism on Bedroom Windows

☐ **Garage**

☐ Attached

☐ Not attached

☐ Carport

☐ Exhaust Fan(s) in _____

☐ 220 Volt Wiring in _____

☐ Fireplace(s) in _____

☐ Gas Starter

☐ Roof(s)

Type: _____

Age: _____ (Approx.)

☐ Other _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ **Yes** ☐ **No**. If yes, then describe. (Attach additional sheets if necessary):

1. _____

2. _____

3. _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?

☐ **Yes** ☐ **No**. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundations

☐ Slab(s) ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/ Septic ☐ Other

Structural Components (Describe:

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Buyers Initials _____ and _____

If any of the above is checked, explain. (Attach additional sheets if necessary):

1. _____

2. _____

3. _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property.....☐ Yes ☐ No
2. 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
3. Any encroachments, easements or similar matters that may affect your interest in the subject property..... ☐ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits.....☐ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.....☐ Yes ☐ No
6. Fill (compacted or otherwise) on the property or any portion thereof.....☐ Yes ☐ No
7. Any settling from any cause, or slippage, sliding, or other soil problems.....☐ Yes ☐ No
8. Flooding, drainage or grading problems.....☐ Yes ☐ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides.....☐ Yes ☐ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements.....☐ Yes ☐ No
11. Neighborhood noise problems or other nuisances..... ☐ Yes ☐ No

12. CC&Rs or other deed restrictions or obligations..... ☐ Yes ☐ No
13. Homeowners" Association which has any authority over
the subject property ☐ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis
courts, walkways, or other areas co-owned
in undivided interest with others ☐ Yes ☐ No
15. Any notices of abatement or citations against the
Property..... ☐ Yes ☐ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):

1. _____

2. _____

3. _____

4. _____

D.1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detectors(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ **Date** _____

Seller _____ **Date** _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items:

1. _____

2. _____

3. _____

4. _____

Agent (Broker Representing Seller) _____

By _____
(Associate Licensee or Broker-Signature)

Date _____

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

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

- ☐ See attached Exhibit _____.
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items:

Agent (*Broker Obtaining the Offer*) _____
[Please Print Name]

By _____ Date _____
(Associate License or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

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Buyers Initials _____ and _____

Agent (Broker Representing Seller) _____

By _____
(Associate Licensee or Broker-Signature)

Date _____

Agent (Broker Obtaining the offer) _____

By _____
(Associate Licensee or Broker-Signature)

Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

This form is a statutory form approved by the State of California and operative as of July 1, 2014. (Cal Civ Code § 1102.6) It is provided to you by Haus Services, Inc. as a courtesy. No representation is made as to the legal validity or adequacy of this form. You are advised to check to see whether the form has been amended since its operative date and are urged to seek counsel from a qualified attorney before you execute this document.

HAUS SERVICES, INC DISCLAIMER

This form disclosure is provided to Buyer(s) and Seller(s) with the express understanding that:

Haus Services, Inc., and any and all related entities, has not investigated or determined the accuracy of any of the statements in this document. Haus Services, Inc., and any and all related entities, do not guarantee that (i) the statements contained herein are current or correct or (ii) that the form is legally enforceable and (ii) that the form provides all of the required disclosures as of the date it is executed.

By providing this form, Haus Services, Inc., and any and all related entities, has not, and will not, provide any advice to Seller(s) or Buyer(s) on what should be stated in this form.

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This form is also not intended to address all of the disclosures Sellers are required to provide Buyers under California or local law. If Seller(s) or Buyer(s) has/have any concerns regarding the use and/or the comprehensiveness of this form disclosure, they should consult with a licensed real estate or legal professional.