



GREATER SAN DIEGO ASSOCIATION OF REALTORS®

The Trusted Voice of San Diego Real Estate

**C.A.R. FORMS UPDATE &
SDAR LOCAL FORMS:
TOOLS TO REDUCE YOUR
LEGAL RISK**

Presenters:
David Gillingham
Kevin Burke, JD

November 2012 Forms Release

SDAR Standard Forms Update

November 2012

- 1) Introductions
 - a. Dave Gillingham - Coronado Island Realty
 - b. Kevin Burke - Burke Real Estate Consultants
 - c. Risk Management Committee
- 2) Standard Forms Update Process
 - a. **Carforms@car.org**
 - b. KSpeir@SDAR.com
- 3) What me Worry?
 - a. How do you look on the witness stand?
 - i. Contemporaneous notes
 - ii. SDAR Template – Confirming Letter
- 4) Let's modify or create a form!
 - a. Is this a good idea?
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- 5) Forms Tutor/Forms Advisor
- 6) Conquering Contracts
- 7) New/Revised Forms
 - a. CAR November Forms Release
 - b. SDAR Forms Update – Local Area Disclosures
- 8) Questions

If you think you have discovered a problem with a CAR Form, or have a suggestion on how to improve one, email Joy Alafia at Carforms@CAR.org. For SDAR Forms, email Kate Speir, Vice President of Risk Management at KSpeir@sdar.com.

November 2012 Form Release

Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release on **November 26, 2012**. For further information, please refer to the C.A.R. web page at <http://www.car.org/legal/standard-forms/summary-forms-releases-chart/november2012formreleases/>. Please note, this list is subject to change.

Form Code	Form Name	Replaces	Brief description of how the form was revised	OK to use prior revision
AAA	Additional Agent Acknowledgement	New Form	This form used to document with principals that two agents in same brokerage are working as partners or team for a specified buyer or seller	n/a
ABA	Additional Broker Acknowledgement	New Form	This form is used to document with principals that two brokerage companies have a co-listing or are working jointly for a buyer	n/a
AFA	Assumed Financing Addendum	New Form	Separated from former PAA form. Used to document terms when buyer assuming an existing loan from seller	n/a
BUO	Back-Up Offer Addendum	New Form	Separated from former PAA form. Used when buyer's offer is put in back-up position because seller already in contract with another buyer	n/a
CCA	Court Confirmation Addendum	New Form	Separated from former PAA form. Used when contract requires ratification from a court	n/a
FVAC	FHA/VA Amendatory Clause	New Form	Should be used when FHA or VA financing specified. Gov't required language that gives buyer deposit back if property does not appraise	n/a
LID	Landlord in Default Addendum	New Form	Satisfies new legal requirement that landlord notify prospective tenant if landlord in default on loan	n/a
POAA	Power of Attorney Signature Addendum	New Form	Identifies person who has authority to sign contract under a power of attorney	n/a
PSA	Probate Signature Addendum	New Form	Identifies person who has authority to sign contract under probate code as representative of an estate	n/a
PSD	Parking & Storage Disclosure	New Form	Discloses that buyer has responsibility to examine parking and storage areas to determine if suitable for buyer use	n/a

SIP	Seller in Possession Addendum	New Form	Separated from former PAA form. Used to document terms when buyer allows seller to stay in home after close of escrow	n/a
TIP	Tenant in Possession Addendum	New Form	Separated from former PAA form. Used to document terms when buyer takes property subject to tenants already in possession	n/a
TLA	Trust Listing Agreement	New Form	Regular listing agreement except seller and signature lines specify that property held in trust	n/a
TSA	Trust Signature Addendum	New Form	Identifies person who has authority to sign contract under authority of a trust	n/a
VLL	Vacant Land Listing Agreement	New Form	Separated from Commercial, Residential Income and Vacant Land Listing Agreement.	n/a
AD	Disclosure Regarding Real Estate Agency Relationships	11/09	Adds optional sentence on page 1 to indicate if form used with a lease	Yes
ARC	Authorization to Receive and Convey Information	4/04	Adds space to write in the name of the specific broker-associate or salesperson authorized to get information	Yes
*BRNN	Buyer Representation Agreement (Non-Exclusive/Not for Compensation)	11/11	Defining the property to be acquired moved to paragraph 1C and made optional	Yes
CA	Commission Agreement	4/09	Adds a date by which property must be sold in order for compensation to be payable	Yes
CLA	Commercial & Residential Income Listing Agreement	4/12	Separated from Commercial, Residential Income and Vacant Land Listing Agreement.	Yes
CND	Confidentiality and Non-Disclosure Agreement	4/09	Changes Agreement to Proposed Agreement. Made applicable to landlord and tenant transactions	Yes
COP	Contingency for Sale or Purchase of Other Property	11/08	Clarifies buyer and seller rights if buyer's current property falls out of escrow	Yes

HOA	Homeowner Association Information Request	11/11	Added sentence above buyer signature that broker will not review the HOA documents	Yes
LL	Lease Listing Agreement (Exclusive Authorization to Lease or Rent)	4/11	Adds language addressing broker withholding for foreign investors	Yes
LRA	Application to Rent/Screening Fee	4/11	Reformatted paragraph 5, Employment and Income History, so it is easier to read	Yes
*NAF	Additional Information Regarding Termination of Tenancy Within One Year After Foreclosure	3/11	Changed the sunset date in the opening paragraph from January 1, 2013 to December 31, 2019	Yes
NRI	Notice of Right to Inspection Prior to Termination of Tenancy	4/11	Adds statutory language notifying tenant of right to receive personal property left after tenancy	No, as of 1/1/13
NTT	Notice of Termination of Tenancy	11/07	Adds statutory language notifying tenant of right to receive personal property left after tenancy	No, as of 1/1/13
*NTAF	Notice of Termination of Tenancy Within One Year After Foreclosure	3/11	Changed the sunset date in the opening paragraph from January 1, 2013 to December 31, 2019	Yes
OA	Option Agreement	4/08	References agency in purchase agreement	Yes
PAC	Personal Assistant Contract	4/12	Signature block for Assistant identified	Yes
*PMA	Property Management Agreement	4/11	Adds language addressing broker withholding for foreign investors	Yes
PPA	Probate Purchase Agreement and Joint Escrow Instructions	4/10	Makes clear that the seller is the estate and the person signing is only a representative. Provides for carbon monoxide detector installation. Makes broker compensation subject to Probate court rules.	Yes
RID	Increased Deposit/Liquidated Damages	7/97	Reflects that buyer may make payment directly to escrow. Also, there is a title change but code remains the same	Yes

RLA	Residential Listing Agreement-Exclusive	11/11	Add paragraph re: videos, pictures and internet advertising	Yes
*RLAA	Residential Listing Agreement-Agency	11/11	Add paragraph re: videos, pictures and internet advertising	Yes
*RLAN	Residential Listing Agreement- "Open"	11/11	Add paragraph re: videos, pictures and internet advertising	Yes
SBSA	Statewide Buyer and Seller Advisory	11/11	Adds property address line to page 1. Adds language about FHFA rule on transfer fees. Adds paragraph re: death on property	Yes
SSIA	Short Sale Information Advisory	11/11	Added property address line to page 1. Added language to 4B3 regarding new law extending anti-deficiency protection to certain refinances	Yes
TDS	Real Estate Transfer Disclosure Statement	11/11	Language re: seller certification moved from bottom of page 2 to top of page 3 above seller signature	Yes
VLQ	Seller Vacant Land Questionnaire	4/08	Added questions, 39 – 46 that are found on form SSD	Yes
WPA	Wood Destroying Pest Inspection and Allocation of Cost Addendum	4/10	Changed Certification of Completion to Certification	Yes

* CO form was rescinded from the release on 11/28/12.

C.A.R. no longer monitors the legal validity of any prior form version and the C.A.R. User Protection Agreement only applies to the most current version of a form.

See <http://www.car.org/legal/standard-forms/user-protection-agreement/?redirectFrom=login> for full text of the User Protection Agreement.

* Available via ZipForm6 only



ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Other _____, ("Agreement") dated _____, on property known as _____ between _____ ("Buyer/Tenant") and _____ ("Seller/Landlord").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.

- A. Multiple Associate-Licensees working with Seller/Landlord;
OR B. Multiple Associate-Licensees working with Buyer/Tenant;

_____ ("Associate-Licensee 1") and _____ ("Associate-Licensee 2")
are both real estate licensees conducting real estate licensed activity under the license of: _____ ("Broker").

2. Associate-Licensee 1 and Associate-Licensee 2 have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.
3. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Associate-Licensee 1 or Associate-Licensee 2, as applicable, is indicated in the Agreement or related document, including the paragraph on Real Estate Agency Relationships, the other Associate-Licensee shall also be deemed to be named.

Date _____ Date _____

Associate-Licensee 1 _____ Associate-Licensee 2 _____

DRE Lic. # _____ DRE Lic. # _____

Date _____ Date _____

Buyer/Tenant _____ Seller/Landlord _____

Buyer/Tenant _____ Seller/Landlord _____

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AAA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111



ADDITIONAL BROKER ACKNOWLEDGEMENT

(C.A.R. Form ABA, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Other _____ ("Agreement"), dated _____, on property known as _____ between _____ ("Buyer/Tenant") and _____ ("Seller/Landlord").

1. Check ONE box ONLY. If more than one applies, use separate forms for each.

A. Multiple Brokers Representing Seller/Landlord:

_____ (Broker 1) and _____ (Broker 2)
are parties to a Residential Listing Agreement, Other _____ dated _____
in which they have agreed to share responsibility and compensation for the representation of Seller/Landlord.

OR B. Multiple Brokers Representing Buyer/Tenant:

_____ (Broker 1) and _____ (Broker 2)
are real estate brokers who have entered into an agreement to share responsibility and compensation for the representation of Buyer.

2. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Broker 1 or Broker 2, as applicable, is indicated in the Agreement or related documents, including the paragraph on Real Estate Agency Relationships, the other Broker shall also be deemed to be named.

Date _____

Date _____

Broker 1 _____

Broker 2 _____

DRE Lic. # _____

DRE Lic. # _____

By: _____

By: _____

DRE Lic. # _____

DRE Lic. # _____

Date _____

Date _____

Buyer/Tenant _____

Seller/Landlord _____

Buyer/Tenant _____

Seller/Landlord _____

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ABA 11/12 (PAGE 1 OF 1)

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ADDITIONAL BROKER ACKNOWLEDGEMENT (ABA PAGE 1 OF 1)

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Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	San Diego	, CA 92111	





ASSUMED FINANCING ADDENDUM

(C.A.R. Form AFA, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Counter Offer No. _____, Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

1. Obtaining the assumption below, and Buyer's approval of such assumed financing, is a contingency of the Agreement. Buyer shall act diligently and in good faith to obtain the designated financing.
2. Seller shall, within 5 (_____) Days After Acceptance, request from Lender, and upon receipt provide to Buyer, Copies of all applicable notes and deeds of trust, loan balances and current interest rates. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing.
3. (i) Within 17 (_____) Days After Acceptance, Buyer shall, as specified in the Agreement, remove this contingency or cancel this Agreement. However, if the assumed loan documents are not provided to Buyer within 7 Days After Acceptance, Buyer has 5 (_____) Days After receipt of these documents, or the time specified in the first sentence of this paragraph, whichever occurs last, to remove this contingency or cancel the Agreement;
OR (ii) (If checked) assumed loan contingency shall remain in effect until the assumption is approved.

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

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

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AFA 11/12 (PAGE 1 OF 1)

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ASSUMED FINANCING ADDENDUM (AFA PAGE 1 OF 1)

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Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

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, CA 92111



BACK-UP OFFER ADDENDUM

(C.A.R. Form BUO, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Counter Offer No. _____, Other _____, dated _____ ("Agreement"), on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

1. The Agreement is in back-up position number _____, and is contingent upon written cancellation of any prior contracts and related escrows ("Prior Contracts") between Seller and other buyers. Seller and other buyers may mutually agree to modify or amend the terms of Prior Contracts. Buyer may cancel the Agreement in writing at any time before Seller provides Buyer Copies of written cancellations of Prior Contracts Signed by all parties to those contracts. If Seller is unable to provide such written Signed cancellations to Buyer by _____ (date), then either Buyer or Seller may cancel the Agreement in writing.
2. **BUYER'S DEPOSIT CHECK, if any,** shall be: (i) held uncashed until Copies of the written cancellations Signed by all parties to the Prior Contracts are provided to Buyer; OR (ii) (if checked) immediately handled as provided in the Agreement.
3. **TIME PERIODS** in the Agreement for Investigations, contingencies, covenants and other obligations (i) shall begin on the Day After Seller provides Buyer Copies of Signed cancellations of Prior Contracts; OR (ii) (if checked) all time periods shall begin as provided in the Agreement. However, if the date for Close Of Escrow is a specific calendar date, that date shall NOT be extended, unless agreed to in writing by Buyer and Seller.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of the Agreement and this Back-Up Offer Addendum.

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

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BUO 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



BACK-UP OFFER ADDENDUM (BUO PAGE 1 OF 1)

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San Diego, CA 92111

Prepared using zipForm® software



COURT CONFIRMATION ADDENDUM

(C.A.R. Form CCA, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Counter Offer No. _____, Other _____ ("Agreement"), dated _____, on _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

The Agreement is contingent upon court confirmation on or before _____ (date). If court confirmation is not obtained by that date, Buyer may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

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

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

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CCA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)

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Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111



FHA/VA Amendatory Clause
(C.A.R. Form FVAC, Revised 11/12)

NEW

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

1. "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ _____. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

Note: The actual dollar amount to be inserted in the amendatory clause is the sales price stated in the contract. If the borrower and seller agree to adjust the sales price in response to an appraised value that is less than the sales price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract. The Amendatory Clause is not required on HUD REO sales, sales where the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs, Rural Housing Services, other Federal, State and local government agencies, mortgagees disposing of REO assets, or sellers at foreclosure sales and those sales where the borrower will not be an owner-occupant (e.g., sales to nonprofit agencies).

2. **CERTIFICATION:** The undersigned Buyer, Seller, and real estate agent(s) or broker(s) hereby certify that the terms and conditions of the sales contract referenced above are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code Sections 1001 et seq.

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

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____ Date _____

By _____ Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____ Date _____

By _____ Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

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FVAC 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



FHA/VA Amendatory Clause (FVAC PAGE 1 OF 1)

Agent: Kate Speir

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Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111



LANDLORD IN DEFAULT ADDENDUM

(C.A.R. Form LID, Revised 11/12)

NEW

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, _____.

dated _____, on property known as _____, in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

The foreclosure process has begun on this property, and this property may be sold at foreclosure. If you rent this property, and a foreclosure sale occurs, the sale may affect your right to continue to live in this property in the future. Your tenancy may continue after the sale. The new owner must honor the lease unless the new owner will occupy the property as a primary residence, or in other limited circumstances. Also, in some cases and in some cities with a "just cause for eviction" law, you may not have to move at all. In order for the new owner to evict you, the new owner must provide you with at least 90 days' written eviction notice in most cases.

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

Date _____ Date _____

Tenant _____ Landlord _____

Tenant _____ Landlord _____

以下條款和條件特此納入「房屋租賃協議」或「分月租賃合同」中並構成協議的一部分, _____.

協議簽訂日期 _____, 物業名稱為 _____.

其中, 簽約方 _____ 則為 ("買方/租戶")
和 _____ 稱為 ("賣方/房東")。

本物業已經開始喪失抵押品贖回權, 而且本物業可能止贖賣出。如果在您租賃本物業期間出現止贖賣出, 則銷售可能影響您以後繼續在本物業居住的權利。您可以在銷售之後繼續租賃。新業主必須尊重租賃, 除非新業主將物業據為主要住所, 或者處于其他受限制的情況下。另外, 在某些情況下和在實行"正當理由驅逐"法律的某些城市, 您可能根本不需要搬遷。在大多數情況下, 新業主必須至少提前 90 天向您發出書面驅逐通知, 這樣新業主才能驅逐您。

雙方特此同意前述條款和條件, 並簽名確認收到本文件的副本。

日期 _____ 日期 _____

租戶 _____ 房東 _____

租戶 _____ 房東 _____

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LID REVISED 11/12 (PAGE 1 OF 3)

Reviewed by _____ Date _____

LANDLORD IN DEFAULT ADDENDUM (LID PAGE 1 OF 3)



Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

아래 약관은 이로써 주택 임대 또는 월세 계약서, _____에 포함되어 그 일부가
____년 ____월 ____일자로 되었고, 해당 소유물은 _____로 알려져 있으며,
이 서류 상에서 는(은) _____ ("구입자/세입자")에 해당되며
또한 _____ 는(은) ("판매자/임대주")에 해당됩니다.

본 소유물에 대한 압류 과정이 시작되었으며 본 소유물을 압류물로 매각이 될 수도 있습니다. 귀하께서 본 소유물을 임차한 상태에서 압류 거래가 발생한다면, 이 거래가 귀하께서 앞으로 이 소유물에 계속 거주할 수 있는 권리에 영향을 미칠 수 있습니다. 귀하의 임대권은 거래 이후에도 지속될 수 있습니다. 새 소유주는 본인이 이 소유물을 자신의 주 거주지로 점유하거나 또는 기타 제한된 환경의 사유가 아닌 이상 임대자 계약을 존중해야 합니다. 또한, "공정한 사유 퇴거" 법이 있는 어떤 경우나 도시들에서는 이사를 할 필요가 전혀 없을 수도 있습니다. 새 소유주가 귀하를 퇴거 시키려면 대부분의 경우 새 소유주는 적어도 90일의 서면 퇴거 통지서를 귀하에게 전달해야만 합니다.

위의 약관을 이에 동의하며 또한 아래 서명자들은 본 서류의 사본을 수령할 것을 인정합니다.

날짜 _____ 날짜 _____
세입자 _____ 임대주 _____
세입자 _____ 임대주 _____

Por la presente, se incorporan al Contrato de Renta Mes a Mes o al Contrato de Arrendamiento los siguientes términos y condiciones,

fecha _____, en la propiedad conocida como _____
en la cual _____ se menciona como ("Comprador/Inquilino")
y _____ se menciona como ("Vendedor/Casero")

Se ha iniciado un proceso de embargo sobre esta propiedad y es posible que esta propiedad se venda como embargada. Si usted está alquilando esta propiedad, y se vende como embargado, la venta podría afectar sus derechos a continuar viviendo en esta propiedad en el futuro. Es posible que pueda continuar como inquilino después de la venta. El nuevo dueño debe respetar el contrato de arrendamiento a menos que él vaya a ocupar la propiedad como su residencia principal, y en otras circunstancias limitadas. Adicionalmente, en algunos casos y en algunas ciudades en las que existe la ley de "motivo justo de desalojo", es posible que tenga que dejar la propiedad. Para que el nuevo dueño lo desaloje, en la mayoría de los casos debe presentarle aviso de desalojo por escrito con al menos 90 días de anticipación.

Por la presente, se acuerdan estos términos y condiciones, y el abajo firmante admite haber recibido una copia de este documento

Fecha _____ Date _____
Inquilino _____ Casero _____
Inquilino _____ Casero _____

Ang mga sumusunod na tuntunin at kondisyon ay isinama't ginawang bahagi ng Renta ng Paninirahan (Residential Lease) o Kasunduan ng Buwanang Renta ng Paninirahan (Month-to-Month Rental Agreement).

sa panahong _____, sa ari-arian na kilala bilang _____

kung alin si _____ ay tinutukoy bilang ("Mamimili/Nangungupahan") ("Buyer/Tenant")
at si _____ ay tinutukoy bilang (Nagbebenta/May-ari") ("Seller/Landlord").

Nagsimula na ang proseso ng pagremata sa ari-ariang ito, at maaaring ibenta ang ari-arian ng pagremata. Kung pauupahan mo ang ari-ariang ito, at nangyayari ang pagbenta sa pamamagitan ng pagremata, maaring ma-epektuhan ang iyong karapatang tumira sa ari-arian sa hinaharap. Posibleng maipagpatuloy ang iyong paninirahan pagkatapos ng bentahan. Dapat respetuhin ng bagong nagmamay-ari ang kasunduan ng pangungupahan, maliban kung titirhan ng bagong may-ari ang ari-arian bilang pangunahing tirahan, o kung may iba pang naglilimitang kadahilanang. Gayundin, sa ilang kaso at sa ilang lunsod na mayroong batas na "matuwid na sanhi ng pagpapaalis" ("just cause for eviction"), maaaring hindi ka dapat lumipat. Sa karamihan ng mga naging kaso, para mapalis kayo ng bagong nagmamay-ari, kailangang mabigyan kayo ng 90 araw na paunawa ng pagpapaalis.

Sinasang-ayunan ang nabanggit na tuntunin at kondisyon, at pinatutunayan ng mga lumagda ang pagtanggap ng kopya ng dokumentong ito.

Petsa _____ Petsa _____

Nangungupahan _____ May-ari _____

Nangungupahan _____ May-ari _____

Những điều lệ và điều kiện sau đây được tổng hợp vào thành một phần của Hợp đồng Thuê nhà dài hạn hoặc Hợp đồng Thuê nhà từng tháng,

ngày _____, tại ngôi nhà được biết là _____

tại nơi đó _____ được gọi là ("Người mua/Người thuê")
và _____ được gọi là ("Người bán/Chủ nhà").

Thủ tục tịch thu nhà đã bắt đầu được thi hành với căn nhà này, và căn nhà này có thể bị bán đi lúc nhà bị tịch thu. Nếu quý vị thuê nhà này và cuộc bán nhà diễn ra lúc nhà bị tịch thu, việc bán nhà sẽ ảnh hưởng đến quyền của quý vị được tiếp tục sống tại căn nhà này trong tương lai. Quý vị có thể vẫn được thuê nhà sau khi nhà được bán. Người chủ nhà mới phải tôn trọng các điều lệ trong hợp đồng thuê nhà, trừ khi người chủ nhà mới sẽ dọn vào ở tại căn nhà này và dùng đó làm nơi cư ngụ chính, hoặc trong một số trường hợp giới hạn nào đó. Ngoài ra, trong một số trường hợp và tại một số thành phố có áp dụng luật "trục xuất với lý do chính đáng", quý vị có thể hoàn toàn không phải dọn nhà đi nơi khác. Nếu người chủ nhà mới muốn trục xuất quý vị, trong đa số các trường hợp, người này phải thông báo cho quý vị biết trước bằng văn bản ít nhất là 90 ngày.

Những điều lệ và điều kiện này đã được đồng ý và người ký tên xác nhận đã nhận được bản sao của văn kiện này.

Ngày _____ Ngày _____

Người thuê _____ Chủ nhà _____

Người thuê _____ Chủ nhà _____

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525 South Virgil Avenue, Los Angeles, California 90020



POWER OF ATTORNEY SIGNATURE ADDENDUM

(C.A.R. Form POAA, 11/12)

NEW

This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

This is an addendum to the Residential Purchase Agreement, Other _____

dated _____, for the property known as _____ ("Agreement"),
("Property"), between _____ ("Buyer/ Tenant")
and _____ ("Seller/ Landlord").

By signing below, the undersigned (i) acknowledges receipt of the Agreement, and (ii) agrees to the terms, conditions, representations and disclosures in the Agreement and this addendum.

1. Seller Buyer Landlord Tenant Other: _____ ("Principal")
has authorized _____ ("Attorney-In-Fact") to act
on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property) dated
_____.
2. Wherever the signature or initials of the Attorney-In-Fact appears, however designated, such as but not limited to, "POA" or "Attorney-In-Fact, for principal" it shall be deemed to be in the capacity of an Attorney-In-Fact signing for the Principal under the above-referenced Power of Attorney, unless indicated otherwise such as by "an individual".

Buyer Seller Landlord Tenant _____ (Principal)

By his/her Attorney-In-Fact _____ Date: _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Buyer Seller Landlord Tenant _____ (Principal)

Date: _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Buyer Seller Landlord Tenant _____ (Principal)

Date: _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Buyer Seller Landlord Tenant _____ (Principal)

Date: _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

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POAA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____

POWER OF ATTORNEY SIGNATURE ADDENDUM (POAA PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

Prepared using zipForm® software





PROBATE SIGNATURE ADDENDUM

(C.A.R. Form PSA, 11/12)

NEW

This form is not an assignment. It should not be used to add new parties after a contract has been formed.

This is an addendum to the Residential Purchase Agreement, Other _____

dated _____, for the property known as _____ ("Agreement"),
between _____ ("Property"),
and _____ ("Buyer")
and _____ ("Seller").

By signing below, the undersigned (i) acknowledges receipt of the Agreement identified above, and, except as specified below, (ii) agrees to the terms, conditions, representations and disclosures in the Agreement and this addendum.

1. Seller is an estate, conservatorship, or guardianship identified by Superior Court Case name as _____, Case # _____.
2. The following is/are court approved representatives (whether designated as Sole or Co-Executor(s) Administrator(s), Conservator(s), Guardian(s) or Other _____) of the entity described in paragraph 1:

3. Wherever the signature or initials of the representatives identified in paragraph 2 appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described in paragraph 1, unless otherwise indicated.

By: _____ Date: _____

Court-Appointed Representative of: _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Buyer: _____ Date: _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Buyer: _____ Date: _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

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PSA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____

PROBATE SIGNATURE ADDENDUM (PSA PAGE 1 OF 1)



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Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111



PARKING AND STORAGE DISCLOSURE

(C.A.R. Form PSD, 11/12)

NEW

This disclosure is made in connection with the Residential Purchase Agreement or other dated _____, on property known as _____ ("Property") between _____ ("Buyer/Tenant") and _____ ("Seller/Landlord")

1. **A.** If the Property is located in a multi-unit building, the governing documents for the Property, such as the deed, the condominium map, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces; however, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. In addition, there may be differences between the descriptions in the governing documents and the actual physical location of the parking spaces and storage areas.
B. As the size, shape, numbering, and location of the designated spaces described in the governing documents may not be the same as the actual size, shape, numbering, location, and accessibility of the actual space(s), either the actual space(s) or the designated spaces described in the governing documents may not be appropriate for Buyer's/Tenant's intended use. For parking spaces especially, it is essential for Buyer/Tenant to pay close attention to the actual size, shape, numbering, location, and accessibility of the actual parking space(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space(s) may not accommodate Buyer's/Tenant's needs or vehicles.
2. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s). Seller/Landlord and Broker(s) do not warrant that such space(s) are suitable for their intended use or meet any minimum requirements for size, shape, numbering, location, or accessibility.
3. **Buyer/Tenant acknowledges that Buyer/Tenant has:**
 - Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
 - Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Landlord;
 - Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
 - Determined that the parking space(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space;
 - Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
 - Buyer/Tenant has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, physical location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Date: _____

BUYER/TENANT _____

(Print name) _____

Date: _____

BUYER/TENANT _____

(Print name) _____

(Address) _____

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PSD 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



PARKING AND STORAGE DISCLOSURE (PSD PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

Prepared using zipForm® software



SELLER IN POSSESSION ADDENDUM

(C.A.R. Form SIP, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Counter Offer No. _____, Other _____, ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

This Addendum is intended for short-term occupancy (i.e. less than 30 Days). If occupancy is intended to be for 30 Days or longer, use Residential Lease After Sale (C.A.R. Form RLAS). Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations.

1. **TERM:** Seller to remain in possession of Property for _____ Days After Close Of Escrow (or _____). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if Seller does remain.
2. **COMPENSATION:** Seller agrees to pay Buyer (i) for the term specified in 1, \$ _____ per Day (or _____), and (ii) a security deposit in the amount of \$ _____. Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds. At Close Of Escrow, compensation and security deposit will be released to Buyer (or held in escrow).
3. **LATE CHARGE/NSF CHECKS:** If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within 5 (_____) Days After date due, Seller shall pay to Buyer an additional sum of \$ _____ as a Late Charge. If a check is returned for non-sufficient funds ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.
4. **UTILITIES:** Seller agrees to pay for all utilities and services, and the following charges: _____ except _____, which shall be paid for by Buyer.
5. **ENTRY:** Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. Buyer and Seller agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice.
6. **MAINTENANCE:** Seller shall maintain the Property, including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.
7. **ASSIGNMENT; SUBLetting:** Seller shall not assign or sublet all or any part of the Property, or assign or transfer the right to occupy the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's right to possession.
8. **SELLER'S OBLIGATIONS UPON DELIVERY OF POSSESSION:** Upon delivery of possession to Buyer, Seller shall deliver the Property in the condition and on the terms provided in the Agreement and paragraph 6.
9. **INSURANCE:** Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, not by the owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is to carry Seller's own insurance to protect Seller from such loss.
10. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
11. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

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

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

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SIP 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____

SELLER IN POSSESSION ADDENDUM (SIP PAGE 1 OF 1)

Agent: Kate Speir	Phone: 858.715.8000	Fax: 858.715.8088	Prepared using zipForm® software
Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	San Diego	, CA 92111	





TENANT IN POSSESSION ADDENDUM

(C.A.R. Form TIP, 11/12)

NEW

This is an addendum to the California Residential Purchase Agreement, Counter Offer No. _____, Other _____ ("Agreement"), dated _____, on _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

1. Buyer shall take Property subject to the rights of existing tenants. Seller shall transfer to Buyer, through escrow, (i) all unused tenant deposits, if any, and (ii) all prepaid but unearned rents, if any. No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property, unless otherwise agreed in writing.
2. Seller shall, within 7 (or _____) Days After Acceptance, deliver to Buyer Copies of all: estoppel certificates sent to and received back from tenants; leases; rental agreements; and current income and expense statements ("Rental Documents").
3. Seller shall give Buyer written notice of any changes to existing leases or tenancies or new agreements to lease or rent ("Proposed Changes") at least 7 (or _____) Days prior to any Proposed Changes.
4. Buyer's approval of the Rental Documents and Proposed Changes is a contingency of the Agreement. Buyer shall, within 5 (or _____) Days After receipt of Rental Documents or Proposed Changes remove the applicable contingency or cancel the Agreement.

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

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

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TIP 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



TENANT IN POSSESSION ADDENDUM (TIP PAGE 1 OF 1)

Agent: Kate Speir Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	Phone: 858.715.8000 San Diego	Fax: 858.715.8088 , CA 92111	Prepared using zipForm® software
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TRUST LISTING AGREEMENT

(Exclusive Authorization and Right to Sell)

(C.A.R. Form TLA, 11/12)

NEW

1. **EXCLUSIVE RIGHT TO SELL:** _____ ("Seller")
the trustee(s) of the _____ ("Trust")
hereby employs and grants _____ ("Broker")
beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period")
the exclusive and irrevocable right to sell or exchange the real property in the City of _____
County of _____, Assessor's Parcel No. _____ ("Property").
California, described as: _____
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.
ADDITIONAL ITEMS EXCLUDED: _____
ADDITIONAL ITEMS INCLUDED: _____
Seller intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.
3. **LISTING PRICE AND TERMS:**
A. The listing price shall be: _____ Dollars (\$ _____)
B. Additional Terms: _____
4. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).
A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either _____ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or \$ _____, AND _____, as follows:
(1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a buyer(s) who offers to purchase the Property on the above price and terms, or on any price or terms acceptable to Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension).
OR (2) If within _____ calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
(3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.
B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 4A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
C. In addition, Seller agrees to pay Broker: _____
D. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 4A, either _____ percent of the purchase price, or \$ _____.
(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
E. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.
F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows:
(2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____
(3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

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Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

5. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the person authorized to sell the Property for the benefit of the Trust; (ii) no other persons or entities, other than the Trust, have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows:
6. **MULTIPLE LISTING SERVICE:** All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller acknowledges that Broker is required to comply with all applicable MLS rules as a condition of entry of the listing into the MLS and Seller authorizes Broker to comply with all applicable MLS rules. MLS rules require that the listing sales price be reported to the MLS. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form). **Information that can be excluded:**
- A. **Internet Display:**
- (1) Seller can instruct Broker to have the MLS not display the Property on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see information about the Property in response to their search;
- (2) Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see the Property's address in response to their search.
- B. **Features on MLS Participant and Subscriber Websites:**
- (1) Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites that display the Property listing to have (i) the ability to write comments or reviews about the Property on those sites; or (ii) the ability to hyperlink to another site containing such comments or reviews if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites. (2) Seller can instruct Broker to advise the MLS that Seller does not want MLS Participant or Subscriber Websites that display the Property listing to operate (i) an automated estimate of the market value of the Property; or (ii) have the ability to hyperlink to another site containing such automated estimate of value if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate brokers and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- Seller acknowledges that for any of the above opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SEL or the locally required form). Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.
7. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
8. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to (i) order reports and disclosures 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) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.
9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
10. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" (C.A.R. Form AD) form prior to entering into this Agreement.
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and Buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties

Seller's Initials (_____) (_____)

Property Address: _____ Date: _____

for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

- D. Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
- E. Confirmation:** If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.
- 11. SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.
- 12. 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 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 on Broker's website, the MLS, and other marketing sites. Seller 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 agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker'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) 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.
- 13. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
- 14. SIGN:** Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
- 15. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 16. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 20A.
- 17. ADDITIONAL TERMS:** Trust Advisory (Listing) (C.A.R. Form TAL)

18. 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.

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

20. DISPUTE RESOLUTION:

A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 20C.

B. ARBITRATION OF DISPUTES:

Seller and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 20C.

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

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Seller's Initials _____ / _____ Broker's Initials _____ / _____

- C. ADDITIONAL MEDIATION AND ARBITRATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
21. ENTIRE AGREEMENT: All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

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

Date _____ Seller: _____, Trustee

Date _____ Seller: _____, Trustee

Trustee(s) of the _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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TRUST SIGNATURE ADDENDUM

(C.A.R. Form TSA, 11/12)

NEW

This form is not an assignment. It should not be used to add new parties after a contract has been formed.

This is an addendum to the Residential Purchase Agreement, Other _____, dated _____,

for the property known as _____ ("Property").

between _____ Buyer Tenant Other _____,
and _____ Seller Landlord Other _____.

By signing below, the undersigned (i) acknowledges receipt of the Agreement identified above, and (ii) agrees to the terms, conditions, representations and disclosures in the Agreement and this addendum.

1. The Property (assets used to acquire/lease the Property) is held in trust pursuant to a trust document titled _____, dated _____.

2. The following is/are Sole/Co/Substitute Trustee(s) of the Trust: _____
_____.

3. Wherever the signature or initials of an individual identified in paragraph 2 appears on the Agreement or any related document, it shall be deemed to be in the capacity as a trustee for the trust identified in paragraph 1, unless indicated otherwise such as by, "an individual."

Seller Buyer Landlord Tenant Other:

Trustee(s) of the _____ (Trust)

(Print Name) _____

(Signature) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Seller Buyer Landlord Tenant Other:

Trustee(s) of the _____ (Trust)

(Print Name) _____

(Signature) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Seller Buyer Landlord Tenant Other:

(Print Name) _____

(Signature) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Seller Buyer Landlord Tenant Other:

(Print Name) _____

(Signature) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

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TSA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____

TRUST SIGNATURE ADDENDUM (TSA PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Prepared using zipForm® software





VACANT LAND LISTING AGREEMENT

(C.A.R. Form VLL, 11/12)

NEW

1. **EXCLUSIVE AUTHORIZATION:** _____ ("Owner") hereby employs and grants _____ ("Broker") beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period") the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____ the real property in the City of _____, County of _____, California, Assessor's Parcel No.: _____, described as: _____ ("Property").
2. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.
ADDITIONAL ITEMS EXCLUDED: _____
ADDITIONAL ITEMS INCLUDED: _____
Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.
3. **LISTING PRICE AND TERMS:**
 - A. The listing price shall be _____ Dollars (\$ _____).
 - B. Additional Terms: _____
4. **COMPENSATION TO BROKER:**

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

 - A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): _____ percent of the listing price (or if an agreement is entered into, of the contract price), \$ _____, OR in accordance with Broker's attached schedule of compensation; as follows:
 - (1) If during the Listing Period, or any extension, Broker, Owner, cooperating broker, or any other person, procures a buyer(s) who offers to acquire the Property on the above price and terms, or on any price and terms acceptable to Owner. (Broker shall be entitled to compensation whether any Escrow resulting from such offer closes or tenancy begins during or after the expiration of the Listing Period.)
 - (2) If within _____ calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") 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 Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Transferees.
 - (3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.
 - B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
 - C. In addition, Owner agrees to pay Broker: _____
 - D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either: _____ percent of the purchase price, or \$ _____; OR (ii) (if checked) as per Broker's policy.
(2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.
 - E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.
 - F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____
(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____
(3) If the Property is transferred to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Listing Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

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VLL 11/12 (PAGE 1 OF 4)

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



VACANT LAND LISTING AGREEMENT (VLL PAGE 1 OF 4)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

Property Address: _____ Date: _____

5. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property. Exceptions to ownership, title and authority are as follows: _____
6. **MULTIPLE LISTING SERVICE:** All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller acknowledges that Broker is required to comply with all applicable MLS rules as a condition of entry of the listing into the MLS and Seller authorizes Broker to comply with all applicable MLS rules. MLS rules require that the listing sales price be reported to the MLS. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form). Information that can be excluded:
- A. **Internet Display:**
- (1) Seller can instruct Broker to have the MLS not display the Property on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see information about the Property in response to their search;
- (2) Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that this would mean consumers searching for listings on the Internet may not see the Property's address in response to their search.
- B. **Features on MLS Participant and Subscriber Websites:**
- (1) Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites that display the Property listing to have (i) the ability to write comments or reviews about the Property on those sites; or (ii) the ability to hyperlink to another site containing such comments or reviews if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (2) Seller can instruct Broker to advise the MLS that Seller does not want MLS Participant or Subscriber Websites that display the Property listing to operate (i) an automated estimate of the market value of the Property; or (ii) have the ability to hyperlink to another site containing such automated estimate of value if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate brokers and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites. Seller acknowledges that for any of the above opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SEL or the locally required form). Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.
7. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner 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 Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
8. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose. (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.
9. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
10. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one to four dwelling units and this Listing Agreement is used to list the Property for sale, exchange or lease for a period of greater than one year, a "Disclosure Regarding Agency Relationships" (C.A.R. Form AD) is required to be provided to Owner prior to entering into this Listing Agreement.

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

- B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.
- C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
- E. **Confirmation:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Borads of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
13. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
15. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 19A.
16. **ADDITIONAL TERMS:** REOL SSIA

17. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within 5 days after its execution.
18. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns
19. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 19C.
- B. **ARBITRATION OF DISPUTES:**
Owner and Broker agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 19C.

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

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

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ / _____ Broker's Initials _____ / _____

- C. ADDITIONAL MEDIATION AND ARBITRATION TERMS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.
20. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing 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 Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Date _____ at _____
Owner _____
By _____ Title _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

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

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

VLL 11/12 (PAGE 4 OF 4)

VACANT LAND LISTING AGREEMENT (VLL PAGE 4 OF 4)



Untitled



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Landlord Tenant _____ Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ DRE Lic. # _____
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

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

(SELLER/LANDLORD: DO NOT SIGN HERE)

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____

AD REVISED 11/12 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111



AUTHORIZATION TO RECEIVE AND CONVEY INFORMATION

(C.A.R. Form ARC, 11/12)

"Broker") is a licensed California real estate broker that provides real estate services on its own or through others working for Broker, including Broker's salespersons, broker-associates, employees, and assistants (collectively, "Associates"). Broker represents me as the Seller, Buyer in the sale/purchase of the following property, or (if checked), not yet determined. I authorize Broker and its Associate _____ to receive and convey information from and to the following persons or entities in connection with the representation of me and, if applicable, the sale/purchase of property described above.

- Current Insurance Provider: _____ Policy #: _____
- Prospective Insurance Provider: _____
- Current Lender: _____ Loan #: _____
- Prospective Lender: _____
- Appraiser: _____
- Inspector(s): _____
- Government Entity(ies): _____
- Utility Provider: _____
- Homeowners' Association: _____
- Other: _____

Buyer Seller _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Buyer Seller _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



ARC 11/12 (PAGE 1 OF 1)

AUTHORIZATION TO RECEIVE AND CONVEY INFORMATION (ARC PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111



BUYER REPRESENTATION AGREEMENT

Non-Exclusive/Not for Compensation

(C.A.R. Form BRNN, Revised 11/12)

1. NON-EXCLUSIVE RIGHT TO REPRESENT: _____ ("Buyer")

grants to _____ ("Broker") beginning on (date) _____ and ending upon (i) written notice by either party or (ii) completion of a resulting transaction, whichever occurs first ("Representation Period"), the non-exclusive and revocable right, on the terms specified in this Agreement, to represent Buyer in acquiring real property or a manufactured home as follows:

- A. Broker agrees to exercise due diligence and reasonable efforts to fulfill the following authorizations and obligations.
- B. Broker will perform its obligations under this Agreement through the individual signing for Broker below or another real estate licensee assigned by Broker, who is either Broker individually or an associate-licensee (an individual licensed as a real estate salesperson or broker who works under Broker's real estate license). Buyer agrees that Broker's duties are limited by the terms of this Agreement, including those limitations set forth in paragraphs 3 and 4.
- C. (If checked) PROPERTY TO BE ACQUIRED: (1) Any purchase, lease or other acquisition of any real property or manufactured home described as _____
Location: _____
Other: _____

Price range: \$ _____ to \$ _____

OR (2) The following specified properties only: _____

OR (3) Only the properties identified on the attached list.

2. AGENCY RELATIONSHIPS:

A. **DISCLOSURE:** If the property being sought includes residential property with one to four dwelling units, Buyer acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) prior to entering into this Agreement.

B. **BUYER REPRESENTATION:** Broker will represent, as described in this Agreement, Buyer in any resulting transaction.

C. **(1) POSSIBLE DUAL AGENCY WITH SELLER:** (C(1) APPLIES UNLESS C(2)(i) or (ii) is checked below.)

Depending on the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Buyer and a seller, exchange party, or one or more additional parties ("Seller"). Broker shall, as soon as practicable, disclose to Buyer any election to act as a dual agent representing both Buyer and Seller. If Buyer is shown property listed with Broker, Buyer consents to Broker becoming a dual agent representing both Buyer and Seller with respect to those properties. In event of dual agency, Buyer agrees that: (i) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the price offered; (ii) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell property at a price less than the listing price; and (iii) other than as set forth in (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

OR **(2) SINGLE AGENCY ONLY:** (APPLIES ONLY IF (i) or (ii) is checked below.)

(i) **Broker's firm lists properties for sale:** Buyer understands that this election will prevent Broker from showing Buyer those properties that are listed with Broker's firm or from representing Buyer in connection with those properties. In any resulting transaction in which Seller's property is not listed with Broker's firm, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

OR (ii) **Broker's firm DOES NOT list property:** Entire brokerage firm only represents buyers and does not list property. In any resulting transaction, Broker will be the exclusive agent of Buyer and not a dual agent also representing Seller.

D. **OTHER POTENTIAL BUYERS:** Buyer understands that other potential buyers may, through Broker, consider, make offers on or acquire the same or similar properties as those Buyer is seeking to acquire. Buyer consents to Broker's representation of such other potential buyers before, during and after the term of this Agreement, or any extension thereof.

E. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

F. **CONFIRMATION:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Buyer's execution of a purchase agreement.

3. BROKER AUTHORIZATIONS AND OBLIGATIONS:

A. Buyer authorizes Broker to: (i) locate and present selected properties to Buyer, present offers authorized by Buyer, and assist Buyer in negotiating for acceptance of such offers; (ii) assist Buyer with the financing process, including obtaining loan pre-qualification; (iii) upon request, provide Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Inspection Advisory; (iv) order reports, and schedule and attend meetings and appointments with professionals chosen by Buyer; (v) provide guidance to help Buyer with the acquisition of property; and (vi) obtain a credit report on Buyer.

B. For property transactions of which Broker is aware and not precluded from participating in by Buyer, Broker shall provide and review forms to create a purchase agreement ("Purchase Agreement") for the acquisition of a specific property ("Property"). With respect to such Property, Broker shall: (i) if the Property contains residential property with one to four dwelling units, conduct a reasonably competent and diligent on-site visual inspection of the accessible areas of the 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; (ii) 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 below during the Representation Period; and (iii) facilitate the escrow process, including assisting Buyer in negotiating with Seller. 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. Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

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Buyer acknowledges receipt of a copy of this page.

Buyer's Initials (_____) (_____)



Reviewed by _____ Date _____

BRNN REVISED 11/12 (PAGE 1 OF 2)

BUYER REPRESENTATION AGREEMENT NON-EXCLUSIVE/NOT FOR COMPENSATION (BRNN PAGE 1 OF 2)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111



COMMISSION AGREEMENT

(C.A.R. Form CA, Revised 11/12)

1. 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 the Seller/Buyer/Landlord/Tenant/Optionor/Optionee ("Principal") and Broker.

agrees to pay to _____ ("Principal"),
as compensation for services, irrespective of agency relationships, the sum of either _____ percent of the transaction price, or
 _____ Dollars (\$ _____), for property situated in the City of _____, County of _____, California, described as _____.

Compensation is payable if Principal accepts an offer on the above described property no later than _____ (date) as follows: (i) On recordation of the deed or other evidence of title or, if a lease, on execution of the lease, or if an option, on execution of the option agreement; or (ii) If completion of the transaction is prevented by default of Principal, then upon such default; or (iii) If completion of the transaction is prevented by a party to the transaction other than Principal, then only if and when Principal collects damages by suit, 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. Broker may cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow.

2. ATTORNEY FEES: In any action, proceeding, or arbitration between Principal and Broker(s) arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

3. DISPUTE RESOLUTION:

A. MEDIATION: Principal and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 3C.

B. ARBITRATION OF DISPUTES:

Principal and Broker agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 3C.

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

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Principal's Initials _____ / _____ Broker's Initials _____ / _____

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

4. OTHER TERMS AND CONDITIONS:

Principal has read and acknowledges receipt of a copy of this Agreement.

Principal _____

(Print name)

Address _____

Date _____ Phone/Fax/Email _____

Real Estate Broker agrees to the foregoing:

Broker _____

DRE Lic. # _____

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* 525 South Virgil Avenue, Los Angeles, California 90020

CA REVISED 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



COMMISSION AGREEMENT (CA PAGE 1 OF 1)



**COMMERCIAL AND RESIDENTIAL INCOME
LISTING AGREEMENT**
(C.A.R. Form CLA, Revised 11/12)

- 1. EXCLUSIVE AUTHORIZATION:** _____ ("Owner") hereby employs and grants _____ ("Broker") beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period") the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____ the real property in the City of _____, County of _____, California, Assessor's Parcel No.: _____, described as: _____ ("Property").
- 2. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and transferee, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded from the price.
- ADDITIONAL ITEMS EXCLUDED:** _____
- ADDITIONAL ITEMS INCLUDED:** _____
- Owner intends that the above items be excluded or included in listing the Property, but understands that: (i) the Agreement between owner and transferee supersedes any intention expressed above and will ultimately determine which items are excluded and included in the transaction; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the Agreement between Owner and transferee.
- 3. LISTING PRICE AND TERMS:**
- A. The listing price shall be _____ Dollars (\$______).
- B. Additional Terms: _____
- 4. COMPENSATION TO BROKER:**
- Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).**
- A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): _____ percent of the listing price (or if an agreement is entered into, of the contract price), \$ _____, OR in accordance with Broker's attached schedule of compensation; as follows:
- (1) If during the Listing Period, or any extension, Broker, Owner, cooperating broker, or any other person, procures a buyer(s) who offers to acquire the Property on the above price and terms, or on any price and terms acceptable to Owner. (Broker shall be entitled to compensation whether any Escrow resulting from such offer closes or tenancy begins during or after the expiration of the Listing Period.)
- (2) If within _____ calendar days after the end of the Listing Period or any extension, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Transferee") 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 Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 3 calendar days after the end of the Listing Period or any extension thereof, Broker has given Owner a written notice of the names of such Prospective Transferees.
- (3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1, or is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.
- B. If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4A shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- C. In addition, Owner agrees to pay Broker: _____
- D. (1) Broker is authorized to cooperate and compensate brokers participating through the multiple listing service(s) ("MLS"): (i) by offering MLS brokers either: _____ percent of the purchase price, or \$ _____; OR (ii) (if checked) as per Broker's policy.
- (2) Broker is authorized to cooperate and compensate brokers operating outside the MLS as per Broker's policy.
- E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Listing Agreement, as instructions to compensate Broker pursuant to paragraph 4A, to any escrow regarding the Property involving Owner and a buyer, transferee or Prospective Transferee.
- F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____
- (2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following Prospective Transferees: _____

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CLA REVISED 11/12 (PAGE 1 OF 4)

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 1 OF 4)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Property Address: _____ Date: _____

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

5. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property, and (iii) Owner has the authority to both execute this Listing Agreement and transfer the Property.
Exceptions to ownership, title and authority are as follows: _____

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

A. **Internet Display;**

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

B. **Features on MLS Participant and Subscriber Websites;**

- (1) Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites that display the Property listing to have (i) the ability to write comments or reviews about the Property on those sites; or (ii) the ability to hyperlink to another site containing such comments or reviews if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
(2) Seller can instruct Broker to advise the MLS that Seller does not want MLS Participant or Subscriber Websites that display the Property listing to operate (i) an automated estimate of the market value of the Property; or (ii) have the ability to hyperlink to another site containing such automated estimate of value if the hyperlink is in immediate conjunction with the Property. Seller understands (i) that this opt-out applies only to Websites of MLS Participants and Subscribers who are real estate brokers and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites. Seller acknowledges that for any of the above opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SEL or the locally required form). Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.

7. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner 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 Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.

8. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to order reports and disclosures as appropriate or necessary, and advertise and market the Property in any method and medium, including the Internet, selected by Broker, and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the transfer of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks and other hazardous, toxic or contaminated substances or conditions in, on, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees. Owner is responsible for determining at what price to list and transfer the Property. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, or from any material facts that Owner knows but fails to disclose. (If checked) The attached property disclosure is part of this Listing Agreement and may be provided to Prospective Transferees.

9. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.

10. **AGENCY RELATIONSHIPS:**

- A. **Disclosure:** If the Property includes residential property with one to four dwelling units and this Listing Agreement is used to list the Property for sale, exchange or lease for a period of greater than one year, a "Disclosure Regarding Agency Relationships" form is required to be provided to Owner prior to entering into this Listing Agreement.

- B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 4F.

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

- 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 Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the prior written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or acquire through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during, and after the end of this Listing Agreement.
- E. **Confirmation:** If the Property includes residential property with one to four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.
11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
12. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanying prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism, or damage attributed to the use of a keysafe/lockbox. Owner does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox.
13. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property unless otherwise indicated in writing.
14. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
15. **ATTORNEY'S FEES:** In any action, proceeding, or arbitration between Owner and Broker regarding the obligation to pay compensation under this Listing Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 19A.
16. **ADDITIONAL TERMS:** REOL SSIA _____

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

18. **SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.

19. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Listing Agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 19B(2) below. Paragraph 19B(2) below applies whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIATED.

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

Property Address: _____ Date: _____

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

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

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ / _____ Broker's Initials _____ / _____

20. ENTIRE CONTRACT: All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing 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 Listing Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Date _____ at _____

Owner _____

By _____ Title _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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CLA REVISED 11/12 (PAGE 4 OF 4)

Reviewed by _____ Date _____



COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT (CLA PAGE 4 OF 4)

Untitled



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(C.A.R. Form CND, 11/12)

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Confidentiality Agreement") is given in connection with or in contemplation of that certain: Residential Purchase Agreement, Other _____ dated _____, ("Proposed Agreement") regarding property described as _____, the ("Property") in which in which _____ is referred to as ("Buyer/Tenant") and _____ is referred to as ("Seller/Landlord").

1. CONFIDENTIALITY: Seller/Landlord or Buyer/Tenant is or will be delivering information described in paragraph 2 to the other party provided that the other party and its agents agree to keep the information confidential and not to disclose it prior to, during the pendency of, or after the completion or termination of any transaction that may result from the Proposed Agreement, except as authorized by the MLS rules or applicable law. Both parties agree that by signing this Confidentiality Agreement, and by providing or receiving the information below, neither party shall be required to execute or be bound by the Proposed Agreement. Each party agrees that it shall be responsible for any breach of this Confidentiality Agreement by its respective agents.

2. CONFIDENTIAL INFORMATION: (Check all that apply)

- Seller's/Landlord's Buyer's/Tenant's name _____
 Offering price for the Property _____
 Offered terms for the Property _____
 Other: _____

3. ATTORNEYS' FEES: In any action, proceeding, or arbitration between Buyer/Tenant and Seller/Landlord arising out of this Confidentiality Agreement, the prevailing Buyer/Tenant or Seller/Landlord shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer/Tenant or Seller/Landlord, except as otherwise provided in the Proposed Agreement.

4. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Confidentiality Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Confidentiality Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Confidentiality Agreement shall be interpreted and dispute shall be resolved in accordance with the laws of the State of California. Neither this Confidentiality Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

THIS CONFIDENTIALITY AGREEMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. BROKERS ARE NOT ATTORNEYS AND DO NOT PROVIDE LEGAL ADVICE. PRIOR TO SIGNING BELOW, EACH PARTY SHOULD SEEK THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE CONSEQUENCES OF THIS CONFIDENTIALITY AGREEMENT.

Date _____ Date _____

BUYER/TENANT _____ BUYER/TENANT _____

(Print name) _____ (Print name) _____

Date _____ Date _____

SELLER/LANDLORD _____ SELLER/LANDLORD _____

(Print name) _____ (Print name) _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

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525 South Virgil Avenue, Los Angeles, California 90020

CND 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (CND PAGE 1 OF 1)

Agent: Kate Speir Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	Phone: 858.715.8000 San Diego	Fax: 858.715.8088 , CA 92111	Prepared using zipForm® software
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**CONTINGENCY FOR SALE OR PURCHASE
OF OTHER PROPERTY**
(C.A.R. Form COP, Revised 11/12)

This is an addendum to the California Residential Purchase Agreement, Counter Offer, Other _____ ("Agreement"), dated _____,

on property known as _____ ("Seller's Property"),
between _____ ("Buyer")
and _____ ("Seller").

A. (If checked) SALE OF BUYER'S PROPERTY:

1. (a) The Agreement is contingent on the close of escrow of Buyer's property, described as: _____ ("Buyer's Property").
(b) If Buyer's Property does not close escrow by the earliest of: (i) the scheduled close of escrow of Seller's Property; (ii) the date specified in paragraph A3; or (iii) Other _____, then either Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), or Buyer may cancel the Agreement in writing.
2. (If checked) Buyer's Property is not now in escrow and (check boxes as applicable):
 - (a) is not yet listed for sale.
 - (b) is listed for sale with _____ company and is offered for sale in the _____ MLS, # _____.
 - (c) Buyer shall, within 17 (or _____) Days After Acceptance, provide Seller with Copies of the contract, escrow instructions and all related documents ("Escrow Evidence") for the sale of Buyer's Property showing that Buyer's Property has entered escrow.
3. (If checked) Buyer's Property is in escrow with _____ escrow holder, (escrow # _____) scheduled to close escrow on _____ (date).
Buyer shall, within 5 Days After Acceptance, deliver to Seller Escrow Evidence that Buyer's Property is in escrow.
4. If Buyer fails to provide to Seller Escrow Evidence within the time specified in A2(c) or A3, Seller, after first giving Buyer a Notice to Buyer to Perform, may cancel the Agreement in writing.
5. If Buyer's Property is in or enters escrow, Buyer shall give Seller written notice if either party to that escrow gives notice to the other of intent to cancel. If such notice is given prior to Buyer's removal of the contingency for sale of Buyer's Property, either Buyer or Seller may cancel the Agreement in writing. However, if such notice is given after Buyer has removed the contingency for sale of Buyer's Property only Seller shall have the option to cancel the Agreement under this paragraph, which cancellation must be in writing.
6. After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for Back-up Offers. If Seller accepts a written back-up offer:
 - (a) **Immediate Right to Notify Buyer to Remove Sale of Property Contingency:** Seller shall have the right to immediately give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property; and (iv) comply with the following additional requirement(s):
If Buyer fails to complete these actions within 3 (or _____) Days after receipt of such notice, Seller may then immediately cancel the Agreement in writing.

OR (b) (If checked) **Delayed Right to Notify Buyer:** Seller shall not invoke the notice provisions in paragraph A6(a): (i) within the first 17 (or _____) Days After Acceptance; or (ii) (if checked) during the term of the Agreement.

B. (If checked) SELLER'S PURCHASE OF REPLACEMENT PROPERTY:

1. The Agreement is contingent on Seller entering a contract to acquire replacement property.
2. Seller shall, within 17 (or _____) Days After Acceptance, remove this contingency or cancel the Agreement. If Seller does not remove this contingency in writing within that time, Buyer, after giving Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel the Agreement in writing.
3. (a) Time periods in the Agreement for inspections, contingencies, covenants and other obligations shall begin: (i) as specified in the Agreement; (ii) (if checked) the day after Seller delivers to Buyer a written notice removing this contingency; or (iii) (if checked) Other _____.
(b) Buyer and Seller agree that Seller may, by providing Buyer written notice at the time Seller removes this contingency, extend the Close Of Escrow date for a maximum of _____ additional Days or until _____ (date).
4. Even after the expiration of the time specified in B2, Seller retains, until Buyer cancels pursuant to B2, the right to remove in writing this contingency or cancel the Agreement. Once Buyer receives Seller's written removal of this contingency, Buyer may not cancel pursuant to B2.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of this Addendum.

Date _____ Date _____

Buyer _____ Seller _____

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Property Address: _____ Date: _____

HOMEOWNER ASSOCIATION RESPONSE TO INFORMATION REQUEST FROM SELLER FOR COMMON INTEREST DEVELOPMENTS

REQUIRED BY CIVIL CODE SECTIONS 1368
AND PURCHASE AGREEMENT

REQUIRED BY
PURCHASE
AGREEMENT ONLY

Document	Civil Codes	HOA Response		
		Attached or Not Available or Not Applicable		
Articles of Incorporation or statement that HOA not incorporated	1368(a)(1)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
CC&R's	1368(a)(1)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Bylaws	1368(a)(1)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
(Operating) Rules and Regulations	1368(a)(1)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Age restrictions, if any	1368(a)(2)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Pro Forma Operating Budget, or summary including reserve study	1365, 1368(a)(3)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Assessment and Reserve Funding Disclosure Summary	1365, 1368(a)(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Financial Statement Review	1365, 1368(a)(3)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Assessment Enforcement Policy	1365, 1368(a)(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Insurance Summary	1365, 1368(a)(3)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Regular Assessment	1368(a)(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Special Assessment	1368(a)(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Emergency Assessment	1368(a)(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Other unpaid obligations of Seller	1367.1, 1368(a),(4)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Approved changes to assessments	1365, 1368(a)(4), (8)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Settlement Notice Regarding Common Area Defects	1368(a)(6), (7), 1375.1	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Preliminary list of defects	1368(a)(6), 1375, 1375.1	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Notice(s) of Violations	1363, 1368(a)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Required statement of fees	1368(a)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Restriction of prohibition on renting or leasing	1368(a)(9)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Most recent 12 Months of HOA Minutes For regular meeting of Board of Directors	1368(a)(10)	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Total fees for these documents	Fee \$	<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Name of contact information of other HOAs governing the property		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Pending or anticipated claims or litigation by or against HOA		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Number of designated parking spaces		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Location of parking spaces		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Number of designated storage spaces		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Location of storage spaces		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Private Transfer Fees and/or Taxes		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Pet Restrictions		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Smoking Restrictions		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Any other document required by law		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP
Other		<input type="checkbox"/> Yes or	<input type="checkbox"/> N/AV	<input type="checkbox"/> N/APP

The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 1368 may be charged separately.

HOA _____ Date _____
By _____ Title _____

Seller _____ Date _____
Seller _____ Date _____

I acknowledge receipt of a copy of each item checked above. Broker(s) have not and will not review the documents provided. This document may be executed in counterparts.

Buyer _____ Date _____
Buyer _____ Date _____

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HOA REVISED 11/12 (PAGE 2 OF 2)

HOMEOWNER ASSOCIATION INFORMATION REQUEST (HOA PAGE 2 OF 2)

Reviewed by _____ Date _____



Untitled

Property Address: _____ Date: _____

4. **TENANT PAYMENTS:** Broker is authorized to accept and hold from a prospective Tenant, a deposit to be held uncashed or placed in Broker's trust account. Upon execution of a fixed term or month-to-month lease, payments received from Tenant shall be given to Owner or _____.
5. **KEYSAFE/LOCKBOX:** (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
6. **SIGN:** (If checked) Owner authorizes Broker to install a FOR LEASE sign on the Premises.
7. **MULTIPLE LISTING SERVICE:** Information about this listing will () will not be provided to a multiple listing service(s) ("MLS") of Broker's selection. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner.
9. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the legal owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this Agreement and lease or rent the Property. Exceptions to ownership, title and authority:
10. **LEAD-BASED PAINT DISCLOSURE:** The Premises were were not constructed prior to 1978. If the Premises were constructed prior to 1978, Owner is required to complete a federally mandated and approved lead-based paint disclosure form and pamphlet, which shall be given to Tenant prior to or upon execution of a lease or rental agreement.
11. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
12. **TAX WITHHOLDING:**
- A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
 - B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor Owner will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.
13. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, whether contained in any document, omitted therefrom or otherwise, or from any material facts that Owner knows but fails to disclose.
14. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
15. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Premises includes residential property with one to four dwelling units, and the listing is for a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" form (C.A.R. Form AD).
 - B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3G.
 - C. **Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____





APPLICATION TO RENT/SCREENING FEE

(C.A.R. Form LRA, Revised 11/12)

I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANCIPATED MINOR.

1. Applicant is completing Application as a (check one) tenant, tenant with co-tenant(s) or guarantor/co-signor.

Total number of applicants _____

2. PREMISES INFORMATION

Application to rent property at _____ ("Premises")

Rent: \$ _____ per _____ Proposed move-in date _____

3. PERSONAL INFORMATION

A. FULL NAME OF APPLICANT _____

B. Date of Birth _____ (For purpose of obtaining credit reports. Age discrimination is prohibited by law.)

C. Social security No. _____ Driver's license No. _____
State _____ Expires _____

D. Phone number: Home _____ Work _____ Other _____

E. Email _____

F. Name(s) of all other proposed occupant(s) and relationship to applicant _____

G. Pet(s) or service animals (number and type) _____

H. Auto: Make _____ Model _____ Year _____ License No. _____ State _____ Color _____

Other vehicle(s): _____

I. In case of emergency, person to notify _____

Relationship _____

Address _____ Phone _____

J. Does applicant or any proposed occupant plan to use liquid-filled furniture? No Yes Type _____

K. Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? No Yes

If yes, explain _____

L. Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? No Yes

If yes, explain _____

M. Has applicant or any proposed occupant ever been asked to move out of a residence? No Yes

If yes, explain _____

4. RESIDENCE HISTORY

Current address _____ Previous address _____

City/State/Zip _____ City/State/Zip _____

From _____ to _____ From _____ to _____

Name of Landlord/Manager _____ Name of Landlord/Manager _____

Landlord/Manager's phone _____ Landlord/Manager's phone _____

Do you own this property? No Yes Did you own this property? No Yes

Reason for leaving current address _____ Reason for leaving this address _____

5. EMPLOYMENT AND INCOME HISTORY

Current employer _____ Previous employer _____

Current employer address _____ Prev. employer address _____

From _____ To _____ From _____ To _____

Supervisor _____ Supervisor _____

Supervisor phone _____ Supervisor phone _____

Employment gross income \$ _____ per _____ Employment gross income \$ _____ per _____

Other income info _____ Other income info _____

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LRA REVISED 11/12 (PAGE 1 OF 2)

APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

Applicant's Initials (_____) (_____)

Reviewed by _____ Date _____





**ADDITIONAL INFORMATION REGARDING TERMINATION OF
TENANCY WITHIN ONE YEAR AFTER FORECLOSURE
(COVER SHEET ATTACHED TO NOTICE (C.A.R. FORM NTT)
GIVING TENANT LESS THAN 90 DAYS TO VACATE)**
(C.A.R. Form NAF, 11/12)

This Notice is being given in compliance with the requirements of California Code of Civil Procedure §1161c. The requirements of §1161c will only remain in effect until December 31, 2019 unless extended by the California Legislature. Until that time, this Notice must accompany any notice of termination of a tenancy within one year after a foreclosure when that notice of termination of tenancy does not provide at least 90 days notice to the tenant(s).

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) _____
(Unit/Apartment #) _____ (City) _____,
California, (Zip Code) _____ ("Premises")

- A. The attached notice means that your home was recently sold in foreclosure and the new owner plans to evict you.**
- B. You should talk to a lawyer NOW to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out.**
- C. Also, if you do not respond within five days of receiving the papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.**
- D. You may have the right to stay in your home for 90 days or longer, regardless of any deadlines stated on any attached papers. In some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.**
- E. How to Get Legal Help:** If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Landlord (Owner or Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

(Keep a copy for your records.)

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NAF 11/12

Reviewed by _____ Date _____



ADDITIONAL INFORMATION REGARDING TERMINATION OF TENANCY WITHIN ONE YEAR AFTER FORECLOSURE
(COVER SHEET ATTACHED TO NOTICE (C.A.R. FORM NTT) GIVING TENANT LESS THAN 90 DAYS TO VACATE) (NAF PAGE 1 OF 1)

Agent: Kate Speir	Phone: 858.715.8000	Fax: 858.715.8088	Prepared using zipForm® software
Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	San Diego	, CA 92111	



NOTICE OF RIGHT TO INSPECTION PRIOR TO TERMINATION OF TENANCY

(C.A.R. Form NRI, Revised 11/12)

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: _____ (Street Address)
(City) _____ (State) _____ (Zip Code) _____ ("Premises").

PURPOSE OF NOTICE: Pursuant to California law, the landlord must give the tenant written notice of the tenant's right to request an initial inspection of the rental and to be present during the inspection. The landlord must give this notice to the tenant a "reasonable time" after either the landlord or the tenant has given the other written notice of intent to terminate (end) the tenancy. If the tenant has a lease, the landlord must give the tenant this notice a "reasonable time" before the lease ends. If the tenant does not request an initial inspection, the landlord does not have any other duties with respect to the initial inspection. When the tenant requests an initial inspection, the landlord and the tenant must try to agree on a mutually convenient date and time for the inspection. The inspection cannot be scheduled earlier than two weeks before the end of the tenancy or lease term. In any event, the inspection should be scheduled to allow the tenant ample time to perform repairs or do cleaning identified during the initial inspection. The landlord must give the tenant at least 48 hours' advance written notice of the date and time of the inspection whether or not the parties have agreed to a date and time for the inspection. The landlord is not required to give the 48-hour notice to the tenant if: (i) the parties have not agreed on a date and time, and the tenant no longer wants the inspection; or (ii) the landlord and tenant have agreed in writing to waive (give up) the 48-hour notice requirement.

1. Pursuant to California Civil Code § 1950.5, you have the right to request that the landlord or landlord's agent ("Landlord") make an inspection of the Premises prior to the termination of your tenancy for the purpose of giving you an opportunity to remedy deficiencies (**consistent with your lease or rental agreement**), in order to avoid certain deductions from your security deposit.
2. You have the right to be present at this inspection. If you are not present, the Landlord may proceed with the inspection without you.
3. This inspection can be conducted no earlier than two weeks prior to the termination of your tenancy. Your lease or rental agreement is scheduled to terminate on _____.
4. The inspection must be conducted during normal business hours unless both you and the Landlord agree to a different date and time. The Landlord prefers to conduct the inspection on _____ at _____ (AM/ PM).
5. You are not required to have your Premises inspected prior to termination of your tenancy.
6. **If you want an inspection prior to termination of your tenancy you must check the box in paragraph 8 below and return this Notice to Landlord at the indicated address within 7 days after receiving the Notice.** If you do not return this Notice within 7 days, then Landlord will presume you do not want an inspection prior to termination of your tenancy. Even if you return this Notice within 7 days, if you have not completed it by checking paragraph 8, then Landlord will presume you do not want an inspection prior to termination of your tenancy.
7. State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Landlord (Owner or Agent) _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

8. I WANT an inspection of the Premises prior to the termination of my tenancy.
 (a) If a date and time is specified in paragraph 4, please schedule the inspection for that date and time.
OR (b) Please contact me at _____ to schedule an inspection either because no date and time is specified in paragraph 4 or because I request a different date and time from that specified.
9. I DO NOT WANT an inspection of the Premises prior to the termination of my tenancy and I release and hold harmless Landlord, Brokers and agents from any and all liability in connection with this decision.

Tenant _____ Date _____
(Print name)
Tenant _____ Date _____
(Print name)

My forwarding address and phone number is specified below:

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____

NRI REVISED 11/12 (PAGE 1 OF 1)

NOTICE OF RIGHT TO INSPECTION PRIOR TO TERMINATION OF TENANCY (NRI PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111



Property Address: _____ Date: _____

Note to Landlord: If the property is subject to rent control, local law may require a minimum notice period that exceeds the time specified above.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Landlord (Owner or Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location))

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.
- D. **Certified/Registered mail.** A copy of the Notice was mailed to the Tenant at the Premises by Certified or Registered mail.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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NTT REVISED 11/12 (PAGE 2 OF 2)

Reviewed by _____ Date _____



NOTICE OF TERMINATION OF TENANCY (NTT PAGE 2 OF 2)

Untitled



**NOTICE OF TERMINATION OF TENANCY
WITHIN ONE YEAR AFTER FORECLOSURE
(GIVING TENANT AT LEAST 90 DAYS TO VACATE)**
(C.A.R. Form NTAF, 11/12)

This Notice is being given in compliance with the requirements of California Code of Civil Procedure §1161c. The requirements of §1161c will only remain in effect until December 31, 2019 unless extended by the California legislature. Until that time, the language in paragraphs 2-5 in this Notice must be included in any notice terminating a tenancy within one year after a foreclosure when that notice provides at least 90 days notice to the tenant(s).

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: (Street Address) _____
(City) _____, California, (Zip Code) _____ ("Premises").

1. The tenancy, if any, in the Premises is terminated 90 days from service of this Notice, or on _____ (whichever is later).
2. You should talk to a lawyer NOW to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out.
3. Also, if you do not respond within five days of receiving court papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.
4. You may have the right to stay in your home for longer than 90 days. If you have a lease that ends more than 90 days from now, the new owner must honor the lease under many circumstances. Also, in some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.
5. **How to Get Legal Help:** If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

If you fail to give up possession by the specified date, a legal action will be filed seeking possession and damages that could result in a judgment being awarded against you.

Note to Landlord: If the property is subject to rent control, local law may require a minimum notice period that exceeds the time specified above.

Landlord (Owner or Agent) _____ Date _____

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

(Keep a copy for your records)

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NTAF 11/12

**NOTICE OF TERMINATION OF TENANCY WITHIN ONE YEAR AFTER FORECLOSURE
(GIVING TENANT AT LEAST 90 DAYS TO VACATE) (NTAF PAGE 1 OF 1)**

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Property Address: _____ Date: _____

18. EXPIRATION OF OFFER: Unless Acceptance of Option is signed by Optionor, and a signed copy delivered in person, by mail, or facsimile, and personally received by Optionee, or by _____, who is authorized to receive it, by (date) _____, at _____ AM PM, the Option shall be deemed revoked.

OPTIONEE _____

OPTIONEE _____

Address _____

Telephone _____ Fax _____ Email _____

19. BROKER COMPENSATION FROM OPTIONOR: If applicable, Optionor agrees to pay compensation to Broker as specified in a separate written agreement between Optionor and Broker.

20. ACCEPTANCE OF OPTION: Optionor warrants that Optionor is the owner of the Property or has the authority to execute this Option Agreement. Optionor accepts and agrees to grant an Option to purchase the Property on the above terms and conditions.

If checked: SUBJECT TO ATTACHED COUNTER OFFER, DATED _____.

OPTIONOR _____

OPTIONOR _____

Address _____

Telephone _____ Fax _____ Email _____

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Option or Purchase Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in the attached Purchase Agreement.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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Associate-Licensee _____ Date _____
Signature _____
Associate-Licensee _____ Date _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Assistant _____ Date _____
Signature _____
Assistant _____ Date _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

SAMPLE

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PAC REVISED 06/12 (PAGE 3 OF 3)

Reviewed by _____ Date _____



PERSONAL ASSISTANT CONTRACT (PAC PAGE 3 OF 3)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Untitled

Owner Name: _____ Date: _____

- O. KEYSafe/LOCKBOX: (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/ lockbox addendum (C.A.R., Form KLA).

4. OWNER RESPONSIBILITIES: Owner shall:

- A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.

5. OWNER REPRESENTATIONS: Owner represents that unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting 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 does or may affect the Property or Owners ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the term of this Agreement.

6. TAX WITHHOLDING:

- A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor Owner will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.

7. DISCLOSURE:

A. LEAD-BASED PAINT

(1) The Property was constructed on or after January 1, 1978.

OR (2) The Property was constructed prior to 1978.

(i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____

(ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Broker: _____

B. POOL/SPA DRAIN

Any pool or spa on the property does (or, does not) have an approved anti-entrapment drain cover, device or system.

COMPENSATION:

8. A. Owner agrees to pay Broker fees in the amounts indicated below for:

- (1) Management: _____
- (2) Renting or Leasing: _____
- (3) Evictions: _____
- (4) Preparing Property for rental or lease: _____
- (5) Managing Property during extended periods of vacancy: _____
- (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Broker: _____
- (7) Other: _____

- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____

If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

Owner's Initials (_____) (_____)

Broker's Initials (_____) (_____)



PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Probate, Conservatorship and Guardianship Property
Under the Authority of the Probate Code
(C.A.R. Form PPA, Revised 11/12)

Date _____

To the court-appointed representative ("Representative") of an estate, conservatorship or guardianship identified in the Superior Court ("Seller"):

1. OFFER:

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

B. THE REAL PROPERTY TO BE ACQUIRED is described as _____,

Assessor's Parcel No. _____, situated in _____,

County of _____, California, ("Property").

C. THE PURCHASE PRICE offered is _____ (Dollars \$ _____).

D. CLOSE OF ESCROW shall occur on _____ (date) (or _____ Days After Acceptance).

If court confirmation of the sale is NOT REQUIRED. If court confirmation of the sale is REQUIRED: (i) escrow shall close within 10 (or _____) Days from Escrow Holder's or Buyer's receipt of a Copy of the court Order Confirming Sale; and (ii) Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

The Property is sold "AS IS," in its present condition as of the date of Acceptance, unless otherwise agreed in writing.

2. AGENCY:

A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, may make offers on or may ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.

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

Listing Agent _____ (Print Firm Name) is the agent of (check one):

the Seller exclusively; or both the Buyer and Seller.

Selling Agent _____ (Print Firm Name) (if not the same as the

Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3C(4) is checked below. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. Obtaining deposit, down payment and closing costs are covenants of this Agreement. Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ _____.

(1) Buyer shall deliver deposit directly to Escrow Holder (Attorney for the Seller) by personal check,

electronic funds transfer, Other _____ within 3 business days after Acceptance (or Other _____);

OR (2) (If checked) Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____.

The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after Acceptance (or Other _____).

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of .. \$ _____ within _____ Days After Acceptance, or _____.

(The initial or total deposit amount and the amount that may be kept by the Seller in the event Buyer defaults is not limited to 3% of the purchase price).

C. LOAN(S):

(1) FIRST LOAN in the amount of \$ _____.

This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA),

assumed financing (C.A.R. Form PAA), Other _____.

This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) SECOND LOAN in the amount of \$ _____.

This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing

(C.A.R. Form PAA), Other _____.

This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %.

Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) **FHA/VA:** For any FHA or VA loan specified above, Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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PPA REVISED 11/12 (PAGE 1 OF 8)

Reviewed by _____ Date _____



PROBATE PURCHASE AGREEMENT (PPA PAGE 1 OF 8)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Property Address: _____ Date: _____

RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

- D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or _____) days prior to the court confirmation hearing date.

- Financing Contingency (paragraph 3C(4)).
- Lead-Based Paint Hazard Disclosures (paragraph 8A).
- Natural and Environmental Disclosures (paragraph 8B).
- Condominium/Planned Unit Development Disclosures (paragraph 9B).
- Buyer's Investigation of Property (paragraph 12).
- Review Of A Preliminary (Title) Report (paragraph 14A).

6. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by _____ a registered structural pest control company.
- (2) Buyer Seller shall pay to have septic or private sewage disposal systems inspected _____.
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____.
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____.
- (5) Buyer Seller shall pay for the following inspection or report _____.
- (6) Buyer Seller shall pay for the following inspection or report _____.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation; carbon monoxide detector installation; and water heater bracing, if the Property contains a residential water heater of less than 120 gallons.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law.

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee _____ Escrow Holder shall be _____.
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 14E _____ Owner's title policy to be issued by _____ (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____.
- (2) Buyer Seller shall pay City transfer tax or fee _____.
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Buyer Seller shall pay HOA document preparation fees _____.
- (5) Buyer Seller shall pay for any private transfer fee _____.
- (6) Buyer Seller shall pay the cost, not to exceed \$ _____, of a one-year home warranty plan, issued by _____, with the following optional coverages: Air Conditioner Pool/Spa Code and Permit upgrade Other: _____.

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

- (7) Buyer Seller shall pay for _____.
- (8) Buyer Seller shall pay for _____.

7. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (_____ AM PM) on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement; (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.

- C. Tenant-occupied property: (i) the Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver the Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR (ii) (If checked) Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)

- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 16A, deliver to Buyer, if required by Law, Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in paragraph 16B(1), return a Signed Copy of the Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any

Buyer's Initials (_____) (_____)

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PPA REVISED 11/12 (PAGE 3 OF 8)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

Property Address: _____ Date: _____

Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

- J. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement, knowledge and consent of the other.
- K. "Law" means any law, code, statute, ordinances, regulation, rule or order which is adopted by a controlling city, county, state, or federal legislative, judicial or executive body or agency.
- L. "Representative" means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

25. BROKER COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. A Real Estate Licensee who is the purchaser or has any interest in the purchaser is not entitled to compensation pursuant to the Probate Code. Regardless of any agreement between Brokers or between Brokers and Buyer or Seller, Broker's compensation shall be subject to the provisions of the Probate Code and local court rules.

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 5B, 6, 8C, 13B and D, 14, 15, 16F, 19, 24, 25, 26, 28, 30, and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 26, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 25 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 25, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

27. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance wth the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, by _____ AM PM on (date), _____).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date _____

Date _____

BUYER _____

BUYER _____

(Print name) _____

(Print name) _____

(Address) _____

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

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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PPA REVISED 11/12 (PAGE 7 OF 8)

Reviewed by _____ Date _____



Untitled



INCREASED DEPOSIT/LIQUIDATED DAMAGES ADDENDUM

(C.A.R. Form RID, Revised 11/12)

The following terms and conditions are hereby incorporated into the California Residential Purchase Agreement, or
 _____ ("Agreement"), dated _____

on property known as _____
("Property") between _____ Buyer
and _____ Seller.

1. By depositing the sum of _____
Dollars (\$ _____) by cash, cashier's check, personal check, wired funds
or _____, payable to _____,
Buyer hereby increases the total deposit to _____
Dollars (\$ _____) on _____ date.

2. THE FOLLOWING LIQUIDATED DAMAGES PROVISION IS HEREBY INCORPORATED IN AND MADE A PART OF THE AGREEMENT.

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

The undersigned have read and acknowledge receipt of a copy of this Increased Deposit/Liquidated Damages Addendum.

Date _____ Date _____

BUYER _____ SELLER _____

BUYER _____ SELLER _____

Buyer has given the additional deposit to Broker who acknowledges receipt of the additional deposit.

Real Estate Broker _____

By _____

Date _____

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

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RID REVISED 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



INCREASED DEPOSIT/LIQUIDATED DAMAGES ADDENDUM (RID PAGE 1 OF 1)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Property Address: _____ Date: _____

- 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: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
- E. **Confirmation:** If the Property includes residential property with one-to-four dwelling units, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

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

12. **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 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 on Broker's website, the MLS, and other marketing sites. Seller 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 agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker'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) 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.

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

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

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

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

17. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)

18. **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.

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

Property Address:

Date:

to disclose known facts materially affecting the value or desirability of the Property to both parties.

- D. **Other Sellers:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement.
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11. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.
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- 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) 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.
13. **KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied Prospective Buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
14. **SIGN:** Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
15. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
16. **ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 20A.
17. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)

18. **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.

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

20. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 20C.

B. **ARBITRATION OF DISPUTES:**

Seller and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 20C.

Seller acknowledges receipt of a copy of this page.

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

Property Address: _____ Date: _____

- F. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows:
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities: _____
- (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.
- G. This is a non-exclusive agency listing. Seller reserves the right to sell the Property either directly to a purchaser, or through another broker, without any obligation to pay compensation to Broker, unless otherwise specified in paragraph 4C above or elsewhere in writing.
5. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows:
6. **MULTIPLE LISTING SERVICE:** All terms of the transaction, including financing, if applicable, will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form) instructing Broker to withhold the listing from the MLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.
7. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.
8. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized to (i) order reports and disclosures 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) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose.
9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
10. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** If the Property includes residential property with one-to-four dwelling units, Seller shall receive a "Disclosure Regarding Agency Relationships" (C.A.R. Form AD) form prior to entering into this Agreement.
 - B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 4F.
 - C. **Possible Dual Agency With Buyer:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
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Seller acknowledges receipt of a copy of this page.

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

long such Images may remain available on the Internet. Seller further agrees that such Images are the property of Broker and that Broker may use such Images for advertisement of Broker'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) 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.
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17. **ADDITIONAL TERMS:** _____

18. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this listing 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.

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

20. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Seller and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 20C.

B. **ARBITRATION OF DISPUTES:**

Seller and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 20C.

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

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Seller's Initials _____ / _____ Broker's Initials _____ / _____

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

Seller acknowledges receipt of a copy of this page.

Seller's Initials (_____)

Reviewed by _____ Date _____





STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory. See Paragraph 51)
(C.A.R. Form SBSA, Revised 11/12)

Property Address _____ Date: _____

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

Buyer's Initials () () ()

Seller's Initials () ()

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Reviewed by _____ Date _____



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 11)

Agent: Kate Speir

Phone: 858.715.8000

Fax: 858.715.8088

Prepared using zipForm® software

Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego

, CA 92111

Property Address: _____ Date: _____

36. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

37. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

38. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-Con Building products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

39. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

40. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

41. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

42. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

43. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

44. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent is required to provide the following "Notice of Your Supplemental" Property Tax Bill" to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax responsibility payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your

Buyer's Initials () ()

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Seller's Initials () ()

Reviewed by _____ Date _____



Property Address: _____ Date: _____

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

51. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

52. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. _____
- B. _____
- C. _____
- D. _____

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.



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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



SHORT SALE INFORMATION AND ADVISORY

(C.A.R. Form SSIA, Revised 11/12)

Property Address: _____ Date: _____

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

- 1. WHAT IS A SHORT SALE:** A short sale is the name used to describe a real estate transaction where the seller's lender(s) agree to allow the property owner to sell the property for less than the amount of the loan(s) secured by the property. The consent of a seller's lender(s) is necessary because without it there would not be enough money from the sale to pay off the lender(s) in full and to pay other costs of the sale. As a result, the lender's lien(s) would remain on title, and a seller would be unable to transfer title to a buyer free of monetary liens. (Properties that are worth less than the amount owed to the secured lender(s) are often referred to as being "underwater" or distressed properties).
- 2. ALTERNATIVES TO A SHORT SALE:** Owners of distressed or underwater properties are faced with difficult choices that could have financial and emotional consequences. Any of the following or other alternatives potentially have negative tax or credit consequences, or both, for the owner:
 - A. A loan modification** is an arrangement between a borrower and a lender. It can involve a reduction in the interest rate on the loan, a deferment in payments on the loan, an extension of time to pay back the loan, a reduction in principal of the loan, a combination of these possibilities, or other changes to the repayment plan. A loan modification requires the consent of both lender and borrower.
 - B. A foreclosure** is a legal process through which the lender acquires title to the property from a borrower who has stopped making payments on a loan. The lender can foreclose whether or not the borrower consents.
 - C. A deed in lieu of foreclosure** occurs when the borrower offers to transfer the property to the lender, in lieu of the lender having to go through the foreclosure process, and the lender agrees to accept title to the property from the borrower and forgives the debt. A deed in lieu of foreclosure requires the consent of both lender and borrower.
 - D. Bankruptcy** is a legal action typically filed by a borrower to have debt(s) discharged. An automatic stay occurs as soon as a borrower files bankruptcy, staying all actions against the borrower. While a petition for bankruptcy can have the effect of delaying a foreclosure, it does not necessarily prevent a foreclosure from eventually occurring. No lender consent is required for a borrower to file bankruptcy.
- 3. LENDER AGREEMENT TO SHORT SALE:** In order for a short sale to be completed, the lender(s), at a minimum, must agree to release the property from the lender(s) lien(s) to allow the sale. The lender(s) may or may not agree to reduce the amount owed to satisfy the debt. If not, the lender(s) may continue to pursue the borrower for payment of the balance of the debt. Prior to granting approval of the sale, the lender(s) may require the borrower to disclose all of the borrower's assets. They may require that the borrower liquidate other assets. They may require that the borrower sign an agreement to repay some or all of the debt at some later time. They may require that the borrower secure the unpaid debt with other assets owned by the borrower. Additionally, they will generally require that the transaction be arm's length, and that all terms of any benefit conferred on the seller be fully disclosed and that a seller cannot stay in the property following the sale. Finally, many first lien holders will limit the amount they will allow to be paid to a second lienholder, further complicating negotiations for the short sale. The lender will usually submit a "term sheet" to the borrower indicating the terms to which lender(s) will agree. If a seller and a buyer do not modify their contract to comply with the lender(s) terms, the lender(s) may not permit the short sale to proceed. Seller's are strongly advised to seek legal and tax advice regarding review of the term sheet. Brokers cannot and will not give legal or tax advice on the lender's term sheet or its effect on the Buyer and Seller's agreement or on the consequences to sellers and buyers should they proceed to close. There is no assurance that once the lender(s) have begun short sale negotiations, they will discontinue the foreclosure process.
- 4. SELLER'S CONTINUING LIABILITY ON THE DEBT:** Many borrowers who attempt a short sale are concerned about whether the borrower is released from any further liability to the lender(s) or whether the lender can pursue the borrower for any unpaid balance of the debt. Some refer to continuing liability as a deficiency judgement. Generally speaking, a deficiency judgement is the right of a lender to pursue the borrower for the difference between the amount the lender receives and the amount the borrower owes on the debt. Deficiency judgements in California are prohibited in certain circumstances.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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Reviewed by _____ Date _____



SHORT SALE INFORMATION AND ADVISORY (SSIA PAGE 1 OF 4)

Agent: Kate Speir	Phone: 858.715.8000	Fax: 858.715.8088	Prepared using zipForm® software
Broker: San Diego Assoc of REALTORS 4845 Ronson Ct	San Diego	, CA 92111	

Property Address: _____ Date: _____

A. Short Sale:

1. Beginning July 15, 2011, Code of Civil Procedure 580e provides that any lender who approves a short sale in writing is not permitted to seek or collect a deficiency against the borrower if the loan is secured by a Trust Deed on residential property containing 1-4 units. This law may not be waived. The July 15, 2011 law does not apply to: (i) lienholders on other types of property; or (ii) a borrower who has committed fraud or waste; or (iii) borrowers who are corporations, limited liability companies, or limited partnerships. Prior to this law coming into effect, from January 1, 2011 the restriction on lenders seeking deficiencies for approved short sales only applied to lenders holding a first trust deed on residential 1-4 units.
2. For properties or borrowers to which CCP 580e does not apply, some lenders in negotiating a short sale will want the owner to sign a note for the balance of the unpaid principal. Other lenders will release the lien only, but not forgive the underlying debt. Some lenders will "reserve their rights." Thus, in these situations whether or not a lender retains the right to pursue a deficiency following a short sale becomes a negotiable term for each sale.
3. Seller is encouraged to (i) obtain a written agreement from lender(s) or other applicable lien holders addressing whether and to what extent Seller will be released from any monetary or other claim, obligation, or liability upon approval of the short sale, and (ii) have that written agreement reviewed by an attorney, CPA or other appropriate professional of seller's choosing.

B. Foreclosure

1. **Purchase Money Loans:** Loans given by lenders to purchase 1-4 unit properties, one of which will be occupied by the borrower, and seller-financed purchases are subject to "purchase money" anti-deficiency protection rules. Generally, this means that the lender cannot pursue the borrower for any deficiency after the property is **foreclosed** upon by the seller or lender, whether the seller or lender uses a non-judicial trustee sale or a judicial foreclosure. Refinancing a purchase money loan causes it to lose any purchase money protection it might have.
2. **Trustee Sales:** If a lender **forecloses** by non-judicial trustee sale instead of by judicial foreclosure, that lender is barred from seeking any deficiency from the borrower after the trustee sale, even if the loan was not purchase money.
3. **Refinanced Liens:** The anti-deficiency protections become much less clear for loans that are refinanced. Generally, loans that are refinanced lose their "purchase money" protection. Lenders extending refinances may be able to pursue a deficiency judgment against the borrower directly following a judicial foreclosure. However, beginning January 1, 2013 Borrowers who refinance a purchase money loan on owner-occupied residential property with 1-4 units, and do not take any cash out from the refinance receive the same anti-deficiency protection as if the refinance loan was a purchase money loan.
4. **Junior Liens:** The anti-deficiency protections for Junior Lien holders are also somewhat unclear. Junior debt used to purchase the residence (such as 90/10 first and second) would have "purchase money" protection generally. However, junior liens that are refinanced or junior liens that are used to take out equity do not have "purchase money" protection. Such "non purchase money" junior lienholders may be able to pursue a deficiency judgement against the borrower directly after a Trustee's sale by a senior lienholder or after a judicial foreclosure by the junior lienholder. Although the law is not entirely clear, home equity loans (HELOCs) may fall into this category.
5. **Other Liens:** Many other types of liens may be recorded on titles including, without limitation, homeowners association liens, judgement liens, tax liens, and child support liens. Generally foreclosures by any lienholders senior to such liens do not protect the owner of the property from later legal action by the lienholder to collect on the obligation.

5. CREDIT AND TAX CONSEQUENCES:

- A. **CREDIT:** All of the owner's options discussed above will most likely have a negative impact on the owner's credit and on the owner's ability to finance or purchase property for some time. The credit impact and length of time the owner would have difficulty in obtaining a loan to purchase property again, or to be approved for any other credit transactions such as obtaining a credit card, leasing an apartment, or even to gain employment, varies. Lenders may view short sales and alternatives differently depending on their own underwriting guidelines and those established by governmental or quasi-governmental bodies. To find out more information about the impact to your credit score, go to www.myfico.com.
- B. **TAX:** With some exceptions, a reduction or discharge of a debt obligation by a lender results in income to the borrower. The income might not be taxable if the debt was being used to acquire, construct or substantially improve a borrower's principal residence. Another exception exists if the forgiveness of debt results from a situation where the lender is barred by law from collecting the debt, as in a foreclosure of purchase money debt. Insolvency and bankruptcy rules can also shield a borrower from forgiveness of debt income. Generally, when any debt is forgiven by a lender, they are required to provide the borrower a 1099 and it will be up to the borrower to make the proper claim on their tax return to avoid debt forgiveness income. Some of these rules are temporary, and state laws and federal laws differ. Broker has advised Seller that if Lender agrees to accept less than full payment, the difference may result in taxable income to Seller even though Seller does not receive any cash proceeds from the sale. Seller may also be taxed on the gain in value of the Property from the date of Seller's purchase to the date of sale, regardless of the amount of any existing loans/liens.
- C. **PROFESSIONAL ADVICE:** Seller is advised to discuss with an attorney, CPA or other professional of Seller's choosing before (i) accepting any offer to present to lender or (ii) agreeing to any changes requested by lender to an already accepted contract.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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SSIA REVISED 11/12 (PAGE 2 OF 4)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

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 Foundation Slab(s)
 Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

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

*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 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&R's 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
16. Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others) Yes No

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

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 detector(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 _____

Buyer's Initials (_____) (_____)

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TDS REVISED 11/12 (PAGE 2 OF 3)

Reviewed by _____ Date _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

Untitled

Property Address: _____ Date: _____

COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:

ARE YOU (SELLER) AWARE OF...

31. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property Yes No
Explanation: _____

TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

32. Any other person or entity on title other than Seller(s) signing this form Yes No
33. Leases, options or claims affecting or relating to title or use of the Property Yes No
34. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights Yes No
35. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood Yes No
Explanation: _____

DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

36. 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 correct damage Yes No
Explanation: _____

OTHER:

ARE YOU (SELLER) AWARE OF...

37. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property Yes No
(If yes, provide any such documents in your possession to Buyer)
38. Department of Real Estate Public Report, or subdivision map Yes No
39. 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
40. The release of an illegal controlled substance on or beneath the Property Yes No
41. 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.)
42. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
43. Whether the Property is located within 1 mile of a former federal or state ordnance location Yes No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
44. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
45. Insurance claims affecting the Property within the past 5 years Yes No
46. Matters affecting title of the Property Yes No
47. 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
Explanation: _____

- VI. (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.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)





WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM

(C.A.R. Form WPA, Revised 11/12)

This is an addendum to the California Residential Purchase Agreement or Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"),

between _____ ("Buyer"), and _____ ("Seller").

1. Unless otherwise specified, the Agreement permits the Buyer to inspect the property and investigate its condition. One of the inspections the Buyer may obtain is for wood destroying pests and organisms "Wood Pest Report". Whether obtained and paid for by Buyer or Seller, Buyer's review and approval of a Wood Pest Report would generally be covered by the inspection contingency of the Agreement. Before Buyer removes or waives the inspection contingency, or other contingency specifically related to a Wood Pest Report, Buyer may cancel the Agreement if dissatisfied with the condition described in the Wood Pest Report, even if this Wood Pest Addendum is not made part of the Agreement.
2. A. The Wood Pest Report shall be paid for and prepared as specified in the Agreement, or if checked, Buyer Seller shall pay for a Wood Pest Report prepared by _____, a registered Structural Pest Control company.
B. The Wood Pest Report shall cover the main building and attached structures and, if checked: detached garages and carports, detached decks, the following other structures on the Property: _____. The Wood Pest Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Wood Pest Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent.
C. The Wood Pest Report shall be separated into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
(1) (Section 1) Buyer Seller shall pay for work recommended to correct "Section 1" conditions described in the Wood Pest Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.
(2) (Section 2) Buyer Seller shall pay for work recommended to correct "Section 2" conditions described in the Wood Pest Report if requested by Buyer.
D. If the Wood Pest Report identifies inaccessible areas, and Buyer requests inspection of those inaccessible areas, the person identified in C1 shall pay for the cost of entry, inspection and closing of only those inaccessible areas where Section 1 conditions are discovered and Buyer shall pay for the cost of entry, inspection and closing of all other inaccessible areas.
E. Seller shall Deliver to Buyer, prior to Close Of Escrow, with a written pest control certification ("Certification") showing that no infestation or infection is found or that required corrective work is completed. If paragraph 2A does not refer to a specific registered Structural Pest Control company and Seller obtains more than one Wood Pest Report pursuant to this Addendum, Seller may choose which Wood Pest Report to use as the basis of the Certification provided that Seller Delivers to Buyer all Wood Pest Reports obtained by Seller before Buyer removes any contingency for Wood Pest inspection.

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

Date _____

Date _____

Buyer _____

Seller _____

Buyer _____

Seller _____

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Reviewed by _____ Date _____



WPA REVISED 11/12 (PAGE 1 OF 1)

WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (WPA PAGE 1 OF 1)

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Broker: San Diego Assoc of REALTORS 4845 Ronson Ct

San Diego, CA 92111

Local Area Disclosures for San Diego County



Local Area Disclosures for San Diego County

THIS BOOKLET IS INTENDED TO BE USED IN CONJUNCTION WITH THE CALIFORNIA ASSOCIATION OF REALTORS® STATEWIDE BUYER AND SELLER ADVISORY. THE TWO SHOULD BE READ TOGETHER.

The Local Area Disclosures for San Diego County (LAD) is intended to provide information which may impact Buyer's decision to purchase a property ("the Property") in San Diego County. The LAD does not relieve Seller or Broker from making disclosures legally required of them, nor does it eliminate Buyer's duty to conduct a thorough physical inspection of the Property. **Buyer is advised to investigate and obtain additional information on all issues of concern and not to rely solely on the information received from Seller and Broker. Any information Buyer receives from Seller or Broker on the condition of a Property or area upon which Buyer intends to rely should be in writing and signed by the person providing the information.**

SAMPLE
Seller should provide Buyer with written disclosure of all material facts known to Seller which are applicable to the property whether or not such facts are set forth in the LAD. Buyer should consult with qualified professional advisors, consultants and appropriate governmental authorities in evaluating all information related to a Property regardless of the source of the information.

Brokers do not verify the results of any inspections or guarantee the performance of any inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on someone other than an appropriate professional is against the advice of Brokers.

DISCLAIMER: The information in this LAD has been gathered primarily from members of the Greater San Diego Association of REALTORS® who conduct business throughout San Diego County and who are familiar with commonly used local disclosures in those areas. The sources of the information in the LAD are believed to be reliable by the Greater San Diego Association of REALTORS®, but in many cases constitute the opinions of its members and have not been verified by the Association. In addition, conditions of a Property or area (especially those listed under the section entitled "Specific Area Disclosures") may have improved, been corrected, or otherwise changed since the information in this LAD was received.

THIS FORM HAS BEEN APPROVED BY THE GREATER SAN DIEGO ASSOCIATION OF REALTORS®. NO REPRESENTATION OR WARRANTY IS MADE AS TO THE VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY PARTICULAR TRANSACTION.

To repeat, this disclosure booklet is intended to be used with the Statewide Buyer and Seller Advisory (SBSA). Parties should request the SBSA if they have not received it.

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A. General Disclosures

The best source for regional information of all kinds, but especially for transportation, is San Diego County's regional agency, the San Diego Association of Governments (SANDAG). Details are at www.sandag.org.

1. Attractions, Amusement Parks and Casinos

Buyer and Seller are advised that various public attractions and amusement parks may impact the traffic in the area near the Property or create noise which may concern some Buyers. Buyer is advised to investigate the impacts from such attractions, including, but not limited to, the San Diego Zoo, Wild Animal Park, SeaWorld, Qualcomm Stadium, Petco Park, Legoland, Coors Amphitheater, Knott's Soak City Waterpark, Mission Bay, various casinos and resorts throughout the county and other public event venues.

2. County of San Diego County General Plan Update

The San Diego County General Plan Update is a multi-year project which began in August 1998 to update the San Diego County General Plan. The current general plan for the unincorporated county has not been comprehensively updated since 1979 and has been the subject of substantial modification over the years. During this period, considerable growth and change has taken place, leading to the incorporation of a number of cities and to annexation of lands on the periphery of the unincorporated area. Today, the unincorporated area of the County is comprised of 84% of the total land area of the County and is estimated to support 16% of the entire county's population of approximately 2.8 million inhabitants. According to the San Diego Association of Governments (SANDAG), the population of the entire County is estimated to grow to approximately 3.6 million by the year 2020 and the existing population of the unincorporated area (442,919) is projected to grow to approximately 627,142. General Plan 2020 will form a framework into which the unincorporated communities will grow, shaping the future of San Diego County. The end product will be a plan that seeks to protect the environment, accommodates population growth, and links that growth to the provision of required facilities and services. For more information, visit www.sdcounty.ca.gov/dplu/gpupdate/index.html.

3. Construction and Soils Defects—Prior, Pending or Threatened Litigation

Buyer and Seller are advised that many subdivisions and condominiums in San Diego County have been subject to litigation for construction and soils defects arising out of the original construction of homes. The status of any legal action and the repairs to remedy the defect may impact the value and use of the Property. It is important to verify the status of any threatened, pending or resolved legal action, including what repairs were made, for the residence and particular subdivision in which Buyer is considering purchasing. For further information, contact the Homeowners Association, if one exists, or the original home builder.

4. Fireplaces

Buyer and Seller are advised that some areas of San Diego County, including but not limited to areas in Santee, Tierrasanta, Rancho Peñasquitos and Rancho Bernardo may have had builders which used Rampart General fireplaces in some homes. Rampart General fireplaces were prefabricated concrete fireplaces, brought to the site and erected instead of built at the site through masonry work. These fireplaces have been known to crack, and repairs are limited and difficult. Many San Diego County fireplace inspectors, chimney sweeps and contractors will not attempt to repair the Rampart General fireplaces. Repairs may be costly, if they are available. Replacement may be necessary.

5. High Wind and Flooding Conditions

Buyer and Seller are advised that if the Property is located in an area subject to high winds, or during storms, the property may experience damage from blowing dust, sand and debris which can disengage roof tiles, shingles or other materials on the Property, and cause trees to fall. Flooding can also occur throughout the county during storms, resulting in property damage, slippage of embankments, or leaks to structures that occur during such weather conditions.

6. Prisons and Jails

Buyer and Seller are advised that there are prisons, jails and detention centers located in the County of San Diego which may influence Buyer's decision to purchase. Buyer is advised to investigate the impact, if any, of such facilities.

7. Proposition 65

Buyer and Seller are advised that the California Safe Drinking Water and Toxic Act of 1986, also known as Proposition 65, which became effective on January 1, 1988, concerns potential health danger posed by use of hazardous chemicals. Proposition 65 requires all businesses (including all builders of residential homes) to provide a warning to the public of the danger of potential harm by exposure to these chemicals.

8. Historic Review/Historic Districts

Buyer and Seller are advised that many municipalities in San Diego County have historic resource ordinances which can impact a property owner's ability to modify or demolish a property. In the City of San Diego, for example, a building not located in an exempt area that is at least 45 years old may be subject to historic review before demolition or exterior modification is permitted. In addition, the City of San Diego has a number of Historic Districts that may affect whether a property may be modified. Buyers should contact the planning department of the their city (or the county) to determine what impact a historic ordinance may have on a particular property. For properties located in incorporated areas, contact the County Department of Planning and Land use, Historic Site Board (858) 694-2960, or visit www.co.san-diego.ca.us/dplu/4Historic/main.html. For more information on historic districts, visit www.sohosandiego.org/histdistricts/index.htm.

9. Sunrise Powerlink – New Electric Transmission Line

SDG&E has obtained permits to build an electric transmission line from the Imperial Valley to San Diego called the Sunrise Powerlink, a new "energy super highway" to connect to the state's energy grid. This project has been the subject of much public controversy for several years, as it proceeds through regulatory review. Buyer is advised to review this information as to how this electric transmission line might affect the property. For current information, visit SDG&E's website: www.sdge.com/sunrisepowerlink/.

10. Trolley and Trains

Buyer and Seller are advised that trolleys and trains run throughout San Diego County which may create noise and impact traffic. New or expanded tracks may also be proposed. For further information regarding train routes, development and possible expansions, go to www.gonext.com for maps and updates. Trolley in-

formation can be accessed at www.sdcommute.com. See also www.511sd.com and refer to Section C.7 below for additional information.

11. Water Retrofit

Buyer and Seller are advised that various cities, including Del Mar and San Diego, may require the installation of low-flow water devices in sinks, shower heads and toilets upon transfer of a property. It is generally Seller's responsibility to comply with these requirements, unless exemptions apply. Any necessary waiver or certificate showing compliance should be obtained from the applicable city authority prior to close of escrow.

12. Illegal Encampments

Illegal encampments are located throughout San Diego County, often in open space or canyon areas. Law enforcement authorities have not been able to eradicate all such encampments. Concerned Buyers should investigate this potential issue.

13. Soil and Geologic Conditions

See paragraphs 3 and 4 of the California Association of REALTORS®[®] Nationwide Buyer and Seller Advisory (SBSA).

14. Gas Pipelines

Buyer and Seller are advised of the existence of underground "transmission" pipelines used to transport natural gas, crude petroleum, and refined petroleum liquids such as gasoline, jet fuel, and ethanol in San Diego County. In addition, smaller "distribution" pipelines that operate at lower pressures also exist in San Diego County and every home that uses natural gas is connected to an underground gas distribution pipeline. Pipeline proximity has become a concern to some homeowners following a number of pipeline disasters in the U.S. While buried pipelines can present a risk of explosion, fire, and other health hazards, proximity to a pipeline does not of itself indicate a safety risk. Information on the location of transmission pipelines can be obtained from Natural Hazard Disclosure (NHD) providers. However, at this time, not all NHD providers report this information. Information on the location of hazardous liquid and natural gas transmission pipelines can also be obtained from the National Pipeline Mapping System at <http://www.npms.phmsa.dot.gov/default.htm>.

San Diego Gas & Electric provides gas pipeline information which can be accessed at <http://www.sdge.com/safety/gas-safety/putting-safety-first>.

B. Environmental Disclosures

1. Animals

Buyer and Seller are advised that the Property may be inhabited by various species of animals and pests, from insects, rodents and bugs to large animals such as mountain lions, bobcats, coyotes, bears, snakes and reptiles, which may pose hazards. Areas may also be subject to domestic and farm animals, including non-native and endangered species which may pose a hazard to, or affect the potential development of a property.

2. Coastal Cliffs and Beach Areas

Buyer and Seller are advised that building structures located near or on the edge of coastal cliffs and beach areas may be prone to erosion and resulting damage. The stability of the soils and other geological characteristics may impact the Property and the ability to build on the Property.

3. Electrical and Magnetic Fields (EMFs)

Buyer and Seller are advised that Electrical and Magnetic Fields (EMFs) are found where there is electricity, including underground power lines. Brokers are not qualified to explain potential risks associated with EMFs, if any, but it is generally believed that public concern with EMFs may affect the value of a property in close proximity to high-voltage power lines. For further information, visit www.sdge.com and type "emf" in the search line.

4. Flooding Valleys

Buyer and Seller are advised that properties in river valleys, including Mission Valley, San Dieguito River Valley and San Luis Rey River Valley may be subject to flooding in periods of heavy rain. A property's history of flooding and its propensity to flood may impact its value and use.

5. Chinese Drywall

Buyer and Seller are advised that some homes built between 2003 and 2008 may contain imported defective drywall known in the press as "Chinese drywall." Some consumers who live in these homes have reported problems, including a strong sulfur smell, like rotten eggs; health issues, like irritated and itchy eyes and skin, difficulty breathing; a persistent cough and headaches; and premature corrosion or

deterioration of certain metal components in their homes, like air conditioner coils and wiring behind electrical outlets and inside electrical panel boxes. Eliminating problems associated with the drywall may require its removal from the home. For more information, visit the Consumer Product Safety Commission website at www.cpsc.gov/info/drywall/index.html.

6. Hazardous Materials

Buyer and Seller are advised that the Property may contain hazardous materials, including asbestos, lead, radon, and formaldehyde. Various hazardous materials, such as paint, solvents, cleaning supplies or insecticides, may remain on the Property after close of escrow and may require special handling, removal and disposal. Information on these and other hazards is contained in the Homeowner's Guide to Environmental Hazards.

7. Lead Hazard Inspection

Buyer and Seller are advised that the Centers for Disease Control and Prevention (CDC) has identified lead poisoning as the number-one preventable environmental hazard facing children. The primary source of poisoning is found in deteriorated lead-based paint and associated dust in residential units built before 1978, the year lead was banned from residential paint. For residences built before 1978, Buyer is to receive the Federal Lead-Based Paint Pamphlet and disclosure by seller of any known lead-based paint. Review this information carefully and consider hiring a certified lead-based paint inspector to assess potential lead hazards. For further information, contact the California Department of Health Services certified inspector/assessor at www.cdph.ca.gov/programs/CLPPB or www.epa.gov/lead.

8. Methane Gas

Buyer and Seller are advised that methane gas has been found in many areas of San Diego County. Methane is a colorless and odorless gas that exists naturally. When found in high concentrations, if not properly mitigated in accordance with county and city standards, methane can cause breathing problems and can burn or explode. According to an article in the San Diego Union-Tribune dated August 3, 2002, methane gas was found in the following subdivisions:

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

4S Ranch, Bernardo Springs and Bernardo Lakes in Rancho Bernardo; The Bridges and Crosby Estates in Rancho Santa Fe; Sycamore Ranch in Fallbrook; and Lakeview Estates in the Spring Valley-Rancho San Diego Area. Methane gas also exists in other parts of the county, but with proper mitigation and venting, may not present a risk.

9. Nuclear Energy/Material

a. San Onofre Nuclear Generation Station

Buyer and Seller are advised that this active nuclear power facility located on the San Diego coast, near the Orange County line, contains two nuclear power generators and stored radioactive nuclear waste. It has had maintenance and safety issues for many years, but remains fully licensed. For further information, including an Emergency Plan and Evacuation Zone Map, view the following websites:

U.S. Government Nuclear Regulatory Commission: www.nrc.gov

Southern California Edison: www.sce.com and type "San Onofre" in the search bar

Beyond Nuclear Instant: www.beyondnuclear.org

Union of Concerned Scientists: www.ucsusa.org

Nuclear Information & Resource Service: www.nirs.org

Alliance for Nuclear Responsibility: www.a4nr.org

b. Naval Base Coronado

Buyer is advised that Naval Base Coronado (comprising North Island Naval Air Station

and Naval Amphibious Base Coronado) hosts nuclear-powered ships. In addition, nuclear weapons may be stored at Naval Base Coronado. For more information go to www.cnic.navy.mil/index.htm.

10. Trees, Crops and Vegetation—Economic Significance

Buyer and Seller are advised that if any trees or crops located on the Property are of economic significance to Buyer, Buyer should obtain from a qualified professional a grove report, verifying tree or plant count and the costs to maintain the trees or crops. Commercial and private agriculture areas are also subject to land and air insecticide spraying which may impact surrounding areas.

11. Private Waste Disposal Systems

Buyer and Seller are advised that if the Property is serviced by a private waste disposal system, its condition, its capacity and future expansion potential will affect the value and use of the Property. Changes in the use of the system may adversely affect its efficiency.

12. General Environmental Concerns

Buyer and Seller are advised that environmental concerns include the development and use of a Property including local restrictions on uses, contamination of grounds and wells, proximity to a county dump, requirement of an Environmental Impact Report prior to building, preservation of endangered plants and animals, preservation of Native American artifacts, percolation tests for septic systems and utility pumps.

C. Traffic, Roads and Transportation

Buyer is advised to investigate the road conditions and traffic in the areas Buyer intends to travel. For highway conditions call 1-800-427-7623. The CalTrans website, www.dot.ca.gov, includes information on traffic, road closures and upcoming projects. Its local San Diego telephone number is (619) 688-6699. These traffic and road disclosures are not an exhaustive list. There may be additional traffic and road conditions of concern to any Buyer.

1. Interstates 5 and 15 / Highways 76 and 78 – Traffic

Buyer and Seller are advised that Interstates 5 (I-5) and 15 (I-15) are major San Diego County north-south freeways. Highways 52, 76 and 78, and Interstate 8 (I-8) are major San Diego County east-west highways and freeways. Due to volume and timing (in either direction), delays may occur relating to these traffic systems and their interconnecting arteries. Carpool

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

lanes exist on Interstates 5 and 15. For further information on future repairs, improvements or configuration of these roads, see the contact information in the preceding paragraph.

2. Interstate 5 Expansion

Buyer and Seller are advised that Interstate 5, from Genesee Avenue north to Vandegrift Boulevard/Harbor Drive in Oceanside, is scheduled to undergo a large construction/expansion project, as follows:

- a. I-5 is scheduled to be widened to 12 lanes between Carmel Valley Road and Del Mar Heights Road;
- b. Three lanes separated from the existing freeways are scheduled to be constructed from the I-5/I-805 junction to Carmel Valley Road. These lanes are intended to be used for through truck traffic and motorists using State Route 56 and Carmel Valley Road;
- c. Carpool lanes are scheduled to be constructed from Del Mar Heights Road, in the south, to Vandegrift Boulevard/Harbor Drive in the north. For further information, contact CalTrans (619) 688-6699.

3. Route 52 Extension

Buyer and Seller are advised that CalTrans is extending State Route 52 in a west-to-east direction from its current connection at the junction of State Route 125 in Santee to State Route 67 in Lakeside/Santee. According to CalTrans, construction is scheduled to be completed in late 2010. For further information contact the Department of Transportation, District 11, P. O. Box 85406, San Diego, CA 92186-5406 or its website at www.dot.ca.gov/dist11.

4. Route 76 Expansion

Buyer and Seller are advised that CalTrans has proposed the widening and realignment of State Route 76 East, from Mission Road west to Jeffreys Ranch. The proposed expansion includes widening Route 76 to four lanes. In addition, there is a proposed project to extend Route 76 between Melrose Drive and South Mission Road. For further information, call (619) 688-6699 or visit the CalTrans website at www.dot.ca.gov.

5. Route 125 Construction

- a. Buyer and Seller are advised that CalTrans has future plans to extend State Route 125 to State Route 56 in Poway. For further information, contact CalTrans at (619) 688-6699.
- b. Buyer and Seller are advised that work between SR-905 and SR-54 is proposed to include interchanges at Otay Mesa Road, Olympic Parkway, Otay Lakes/Telegraph Canyon Road, East H Street, future Mt. Miguel Road and SR-54. Other interchanges may be constructed after future development occurs. For further information, contact CalTrans at (619) 688-6699.

6. I-15 Express Lanes

Buyer and Seller are advised that there is an ongoing project along I-15, from the State Route 163 interchange to Escondido, to widen I-15 and add express lanes. For further information, call (619) 688-6699 or visit the CalTrans website at www.dot.ca.gov.

7. Trolley Transit

Buyer and Seller are advised that the Metropolitan Transit Development Board has indicated that a trolley line is under consideration in the University City area of San Diego. At the present time, there are several proposed routes. For further information, contact the Metropolitan Transit Development Board at (619) 231-1466 or visit www.sandiego.gov/planning/programs and look for the "Transportation Planning" link.

8. Buses

For information on bus routes and/or potential bus routes, contact:

- a. For San Diego, go to www.sdcommute.com.
- b. For North County, call the North San Diego County Transit District (NCTD) at (760) 966-6500, or visit www.gonctd.com.

If you are aware of any local disclosure that should be included in this booklet and is not, please contact the SDAR Risk Management Department via e-mail at legal@sdar.com. Thank you.

D. Air Traffic and Airport Disclosures

Buyer is advised to investigate the area in which Buyer is considering purchasing a residence for potential impacts from aircraft noise, flyovers or airports. These disclosures are not an exhaustive list of airport or air fields that may affect county residents.

1. Aircraft Noise—General

Buyer and Seller are advised that some areas are subject to noise emitted by military and/or civilian aircraft including helicopters. Properties near a commercial airport or military facility, may be impacted in their use and enjoyment. If a Property is in the vicinity of the following civilian airports or military air fields, further information may be obtained by contacting the appropriate airport management:

- (a) Agua Caliente Springs, (b) Borrego Valley Airport,
- (c) Brown Field, (d) Fallbrook Airpark, (e) Gillespie Field, (f) Jacumba, (g) Marine Corps Air Station Miramar, (h) Marine Corps Base Camp Pendleton, (i) McClellan-Palomar, (j) Montgomery Field, (k) Naval Air Station North Island, (l) Naval Outlying Field Imperial Beach, (m) Oceanside, (n) Ocotillo, (o) Ramona, (p) San Diego International and private airports.

2. Aircraft Noise—MCAS Miramar, Camp Pendleton

- a. Buyer and Seller are advised that a Property may be located in an area subject to aircraft noise or impact associated with the over flight of aircraft, including helicopter, transition to and from Marine Corps Air Station (MCAS) Miramar. Helicopters regularly fly over the coast and I-15 corridor to reach Camp Pendleton. Currently, there are no restrictions on the hours of operation for MCAS Miramar. If needed, it will operate 24 hours a day, seven days a week.
- b. Buyer and Seller are advised that impacts generated by the use of aircraft at MCAS Miramar may occur at a property and affect the use and enjoyment of the Property.
- c. Buyer and Seller are advised that further information may be obtained by reviewing the Final Environmental Impact Statement for Realignment of MCAS Miramar, available at many San Diego area public libraries, and contacting the Commanding General, Community Plans and Liaisons, MCAS Miramar, P.O. Box 452000, San Diego, CA 92145; (858) 577-6603.

- d. Buyer and Seller are advised that if the Property is located within a 25-mile radius of the U.S. Marine Corps Air Station or Camp Pendleton, military operations may have an impact on the Property.

3. Proposed Airport Sites

Buyer and Seller are advised that various areas in San Diego County have been proposed, or are being considered, as sites for a future international airport, including expanding Lindberg Field. For further information contact the San Diego County Regional Airport Authority at www.san.org or visit SANDAG at www.sandag.org.

4. Air Installation Compatible Use Zones (AICUZ)

The goal of the Department of Defense's (DOD) Air Installations Compatible Use Zones (AICUZ) Program is to protect the health, safety, and welfare of those living on and near a military airfield while preserving the operational capability of the airfield. Essentially, the study seeks to identify areas near airfields that might be impacted by noise or aircraft mishaps. If you are considering a property purchase in Coronado, Imperial Beach, Point Loma or areas surrounding MCAS Miramar, the studies may be of interest to you.

- a. The U.S. Navy recently completed a study updating the AICUZ areas for North Island Naval Air Station and for the Outlying Landing Field in Imperial Beach. Portions of Coronado, Imperial Beach and Point Loma are affected. A PDF version of the study can be found on the Navy Region Southwest website: www.navyregionsouthwest.com.
- b. The USMC AICUZ study for Marine Corps Air Station (MCAS) Miramar is somewhat more dated, but is available at the MCAS Miramar website: <http://www.miramar.usmc.mil/aicuz.asp>. Portions of Sorrento Valley, Carmel Valley and University City are included in what the Marine Corps refer to as Accident Potential Zones.

E. Specific Area Disclosures

These disclosures cover various communities and are not exhaustive. Buyer should not assume that any community not listed is free of concerns. Buyer is advised to investigate the area to learn what specific conditions may exist. Because services to the Property are affected by whether the Property is in an incorporated city or unincorporated area of the county, Buyer should verify the Property status.

1. COASTAL

a. California Coastal Commission

Buyer and Seller are advised that development or construction on properties within the coastal zone may be subject to the jurisdiction and regulations of the California Coastal Commission, or local regulations approved by the Coastal Commission. The coastal zone extends a great distance inland in various areas of San Diego County, depending upon the location of coastal habitat, sloughs, and other waterways affected by ocean tides. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. For further information, contact the Coastal Commission at (650) 737-2370 or www.coastal.ca.gov.

b. Camp Pendleton

Buyer and Seller are advised that a live-fire artillery range exists at the Marine Corps Base, Camp Pendleton. Periodic training exercises occur at Camp Pendleton which includes the detonation of military ordnance. During training exercises, noise from the artillery and ordnance can be heard in some areas of North San Diego County. For further information, contact Camp Pendleton at (760) 725-4111 or visit www.marines.mil/unit/basecamppendleton. For noise inquiries, contact Range Operations Division Office at (760) 725-0358 during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. After normal business hours (and weekends), contact the Command Duty Officer at (760) 725-5061.

c. Coronado Island (City of Coronado)

Buyer and Seller are advised that:

- Naval Base Coronado.** This command comprises North Island Naval Station, Naval Amphibious Base Coronado, Outlying Landing Field Imperial Beach, and a number of other small facilities. Military ordnance, possibly including nuclear weapons, may be stored at

these facilities. Nuclear powered warships moor at NAS North Island. For more information about Naval Base Coronado, visit its web site: www.cnic.navy.mil/coronado/index.htm.

ii. Traffic. Traffic to and from Naval Base Coronado can be heavy. Streets particularly affected are: First, Third, Fourth, Orange, Alameda, Ocean and Pomona. For more information about Naval Base Coronado, visit www.cnic.navy.mil/coronado/index.htm.

iii. Development. City of Coronado development and zoning standards have changed in recent years and may limit new construction or modifications to an existing structure. Buyer is urged to verify with the city before considering any such changes to a property.

iv. Historic Demolition Ordinance. The City of Coronado has implemented an ordinance which may limit a Buyer's ability to modify or demolish older homes. Homes older than 75 years are automatically subject to City review before any significant changes are allowed. Buyer is urged to consult with the City if demolition or other modifications are contemplated. The City is developing a list of homes that require a Historic Review before a demolition permit may be issued. Buyer is urged to verify with the City whether a particular property is affected.

v. Coronado Shores Condominiums. Of the 10 Coronado Shores buildings, the following five buildings are without fire sprinklers: 1720, 1730, 1760, 1770 and 1830 Avenida del Mundo.

vi. Bridge/Tunnel. The City of Coronado has been exploring the possibility of building a tunnel from the end of the Coronado Bridge to the North Island Naval Air Station. The goal is to reduce traffic through Coronado. If the Buyer is concerned about the possibility of the tunnel, Buyer is urged to check with the City about the status of the project.

2. NORTH COUNTY INLAND

a. Fallbrook (Unincorporated)

Buyer and Seller are advised that:

- Naval Weapons Station.** The Naval Weapons Station stores explosives munitions, including

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

napalm, and is located along the westerly boundary of Fallbrook, and may affect the value of a Property in the vicinity. For further information, contact (760) 731-3609, or www.cnic.navy.mil. (See also Sections D.2 and E.1.b, above.)

- ii. Public Utility District.** If the utility account of a previous owner of a Property within the Fallbrook Public Utility District is closed, delinquent or remains unpaid, the amount due will be transferred to the new owner of the Property after normal collection procedures are exhausted. As a result, and to prevent conflict, the District will accept payment of closing bills through escrow. For further information, obtain the status of a Property's account by calling the District's Customer Service number at (760) 728-1125. You can find additional information at www.fpud.com.
- iii. Rosemary's Mountain Quarry.** A rock quarry near the San Luis Rey River in Fallbrook has been proposed and is referred to as Rosemary's Mountain Quarry. Properties in the vicinities of rock quarries may experience occasional explosion noise, equipment noise and dust from the quarry operations. For further information, call (760) 731-0694; hotline (760) 391-6340; www.rosemarysquarry.com.

b. Bonsall (Unincorporated)

Buyer and Seller are advised that a mushroom farm is located in Bonsall between Old River Road and Gopher Canyon Road. Under certain atmospheric conditions, odors can emanate from the mushroom farm and may affect properties in the area.

c. Gregory Canyon Landfill

Buyer and Seller are advised that the County of San Diego has proposed various landfill sites in North San Diego County, including one known as Gregory Canyon. For further information on this and other landfills, please visit San Diego County's web site at www.sdcounty.ca.gov/deh/waste/chd_gregory.html.

d. Escondido (City of Escondido)

Buyer and Seller are advised that:

- i. Agricultural Activity and Odors.** Areas of Escondido may contain farms, chicken ranches, horse ranches and dairies. As a result, there may be odors and noise from these activities that affect a property.

ii. Chatham Brothers Barrel Yard. The Chatham Brothers Barrel Yard, once used as a solvent recycling facility and oil drum storage area, is located near the intersection of Gamble Lane and Bernardo Avenue. Designated a hazardous waste site, it is subject to an ongoing State cleanup project. In 1987 the County of San Diego established an area around the site within which proposed residential projects required special review. Residential construction has been approved within that area. For further information, contact the Project Manager, California Environmental Protection Agency, Department of Toxic Substances Control at (800) 728-6942, or visit www.dtsc.ca.gov/database and request a search on Document ID 37490029.

e. Ramona (Unincorporated)

Buyer and Seller are advised that:

i. Noise, Barona Raceway and Off-Road Vehicles. Potential noise exists from farms, ranches, factories, animals, civilian/military aircraft, heavy equipment, off-road vehicles, motorcycles, schools, and related activities. Marine helicopters and other aircraft from MCAS Miramar may travel over this area. See Section D.2 above. The Ramona Airport has a variety of aircraft that use the facility, including the California Department of Forestry.

ii. Odors, Fumes and Dust. Potential odors and fumes exist from county waste facilities, farms, ranches and residences, herbicides, pesticides, chemical fertilizers, soil amendments, fumes and odors.

iii. Environmental Concerns. Ramona is an especially sensitive community with respect to environmental concerns such as those listed in Section B.12 above.

iv. Sewage. The Ramona Municipal Water District operates the water, sewer, and all related systems in the Ramona area. An expansion and upgrading of the sewer system may be necessary in the future and may affect the ability to connect to the sewer. Some unimproved lots in the San Diego Country Estates and Ramona may not have the ability to hook up to the public sewer system or may be subject to special fees or assessments. There may be additional fees in the future. For further information, contact the Water District to verify sewer availability for a

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

Property. Those Properties that are not hooked up to the sewer will need to have septic systems in order to construct a home. Not all properties can support a septic system. For more information, visit www.rmwud.org or call (760) 789-1330.

- v. **Unavailability of Natural Gas.** Natural gas is not yet readily available in Ramona and, therefore, propane is used. Propane tanks are available for purchase or lease from vendors.
- vi. **Explosive Ordnance.** Areas in and immediately around the Ramona Airport have been used in the past (1942 through 1946) by the military for bombing practice. Some live, unexploded military ordnance has been found and other ordnance may exist.

f. **Rancho Bernardo (City of San Diego)**

Buyer and Seller are advised that:

- i. **Groundwater Seepage.** There are areas in Rancho Bernardo where groundwater emerges, even in summertime, including certain areas of the Seven Oaks subdivision.
- ii. **Methane Gas.** See Section B.8 above.
- iii. **Soils.** Rancho Bernardo is known to have significant areas of expansive soils. Any areas that have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a possibility of or potential for subsidence and resultant structural or cosmetic problems in such locations. See paragraph 3 of the Statewide Buyer and Seller Advisory.
- iv. **Poway Unified School District.**
See next paragraph.

g. **Poway Unified School District**

Buyer and Seller are advised that owners of properties in the Poway Unified School District, except those in Mello-Roos assessment districts, are annually assessed \$55 per \$100,000 of the assessed property value for school bonds approved by the district's voters in November 2002 (Proposition U). For further information, log on to the school district's web site at www.powayusd.com.

h. **Rancho Santa Fe / Del Rayo (Unincorporated)**

Buyer and Seller are advised that the Rancho Santa Fe area is known to have significant areas of expansive soils. Any areas (such as the greater Fairbanks Ranch

area) that have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a possibility of, or potential for subsidence and resultant structural or cosmetic problems in such locations. See Section B.5. A soils report dated January 13, 1992, prepared by MV Engineering, Inc., concluded that a soils problem exists with the retaining wall behind 5867, 5859, 5851 and 5843 Saratoga Corte (lots 36-39, inclusive), in the Del Rayo Downs development.

I. **Fairbanks Ranch (Unincorporated)**

Buyer and Seller are advised that:

- i. **There are easement areas throughout Fairbanks Ranch,** including various open space easement requirements that may be applicable to a property. For further information, review a preliminary title report and contact the Fairbanks Ranch Association at (858) 756-4415 or www.fairbanksranch.org.
- ii. **There is fill soil on many lots in Fairbanks Ranch,** and soils problems on specific lots may affect a lot's suitability for development. See paragraph 3 of the Statewide Buyer and Seller Advisory.
- iii. **Fairbanks Ranch is a private community,** managed by and through its homeowners association, and subject to applicable CC&Rs and Bylaws. See Section A.6 above.
- iv. **There are common areas throughout Fairbanks Ranch,** including tennis courts, clubhouse, equestrian center, equestrian trails, roads, greenbelts and open space. The proximity of these areas to a property may impact the value or use of the Property.
- v. **The Fairbanks Ranch Equestrian Center is an amenity of the Fairbanks Ranch community.** The Fairbanks Ranch Association's long-range plans for the Equestrian Center, and the benefits and use of the Center impact the value of a Property. For further information, contact the Fairbanks Ranch Association at (858) 756-4415.

If you are aware of any local disclosure that should be included in this booklet and is not, please contact the SDAR Risk Management Department via e-mail at legal@sdar.com. Thank you.

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3. EAST COUNTY

a. Santee (City of Santee)

Buyer and Seller are advised that:

- i. **The Las Colinas Women's Jail** is to be significantly enlarged in the future.
- ii. **The extension of Highway 52** through Santee is under construction and is due to be completed late 2010.
- iii. **The Sycamore Landfill** facility is due to be enlarged by approximately three times.

For information on these and other matters in Santee, visit www.ci.santee.ca.us.

b. Fletcher Hills (City of El Cajon)

Buyer and Seller are advised that portions of the Fletcher Hills area of El Cajon have been designated as an ancient slide area, and may contain unstable soils conditions. See Statewide Buyers and Sellers Advisory (SBSA), paragraph 3, "Soils and Geologic Conditions," and paragraph 4, "Geologic Hazards."

c. Tierra Del Sol/Boulevard/Campo Area

Buyer and Seller are advised that there is a proposed landfill known as the "Campo Municipal Solid Waste Landfill and Recycling" that would be built near the southern end of the Campo Indian Reservation. This proposed landfill may impact the environment, including creating additional traffic. For further information on this, visit www.campo-nsn.gov/campolandfill.html.

d. Sunrise Powerlink.

See Section A.10 above.

4. SAN DIEGO (City of San Diego)

a. Tierrasanta

Buyer and Seller are advised that:

- i. **Explosive Ordnance.** The Tierrasanta community was previously the site of a World War II military training base. Some live, unexploded military ordnance has been found and is known to exist in the open space and canyon areas of Tierrasanta and may underlie other areas of the community. A comprehensive program to clean up this ordnance was started in 1990 and completed in 1994. Caution is required when traveling in the canyons and Mission Trails Park areas.
- ii. **Quarry Noise.** El Dorado Terrace, El Dorado Ridge, Sunset Ridge, El Dorado Greens, Canterbury Hills, and Monte De Oro may occasionally experience quarry explosion noise caused by V.R. Dennis Construction Company, which is planning to upgrade the existing asphalt plant on its

property. For further information, contact the V.R. Dennis Construction Company.

b. Navajo/San Carlos Area

Buyer and Seller are advised that due to a high incidence of landslides over the past few years, the City of San Diego has established a geological hazard area in the Navajo community bounded by Mission Gorge Road, Golfcrest Drive, Navajo Road, Waring Road and Princess View Drive in San Diego. Development in this area may be restricted by City requirements for geologic reports and warranties against landslides.

c. Downtown

Buyer and Seller are advised that:

- i. **Traffic and Noise.** Downtown San Diego (including the Gaslamp Quarter) is subject to noise from trolley, trains, and heavy traffic at times, especially when there is a baseball game or other event at Petco Park. There are also other events such as Mardi Gras, symphony Summer Pops Concerts, marathons, and music and sports events that cause street closures and other traffic problems, and noise, especially from fireworks.
- ii. **New Building.** Views may be altered, enhanced or obscured by new buildings, parks, trees and other projects. From time to time, there are noise issues related to construction.
- iii. **The Homeless.** Downtown and adjacent areas house the homeless and transients. Social service programs exist that service them, such as temporary housing, food distribution centers, and healthcare outreach facilities.
- vi. **Governments.** Downtown is home to administrative offices of the City of San Diego, the County of San Diego, the State of California, and the U.S. (federal) government, including the U.S. District Court, IRS, Navy, Customs, Social Service Administration, and others. Both the federal government and the County operate correctional facilities downtown. For specific information, visit the websites of the appropriate agencies.
- v. **Information.** For more information, visit the website of the agency in question. Information may also be obtained from the Centre City Development Corporation at (619) 235-2200 or visit www.ccdc.com. For Gaslamp Quarter events: www.gaslamp.org.

LOCAL AREA DISCLOSURES FOR SAN DIEGO COUNTY

5. SOUTH COUNTY

a. Chula Vista

Buyer and Seller are advised that:

- i. **Coors Amphitheater**, located in south Chula Vista east of I-805 off the Main Street/Otay Valley Road exit, creates noise from concerts and events, as well as traffic, which may impact properties in the area.
- ii. **Knott's Soak City Waterpark** is located east of I-805 at the Main Street/Otay Valley Road exit.
- iii. **Tijuana International Airport** is located approximately five miles south of the U.S.-Mexico border.
- iv. **Trolley Lines**. A trolley line is proposed to run along Palomar Street in Chula Vista. The median within East Palomar Street contains a right-of-way for a proposed trolley line and station. The station is proposed to be located east of the intersection of Palomar Street and Santa Cora Avenue. For more information, refer to Section A.10.
- v. **Bayfront Development**. Chula Vista may be subject to bay front development currently under consideration, including the Gaylord Family Convention Center and a potential football stadium. Bay front development is also under consideration for National City.
- vi. **Eastern Urban Center (EUC)**. Chula Vista has approved a 20-year project, the Eastern Urban Center, which will create an urban epicenter in the middle of the suburban 23,000-acre Otay Ranch community in eastern Chula Vista. The EUC is currently being designed to include over 3.4 million square feet of commercial space (office, civic and retail) and approximately 3,000 multifamily housing units. The EUC is located along the recently opened South Bay Expressway between Birch Road and Hunte Parkway.

b. All Border Areas – Impacts from Mexico

- i. South County may experience air, water and noise pollution from activities in Mexico. For information on air pollution go to www.sdapcd.org. For water pollution, go to www.waterboards.ca.gov/sandiego/. The noise is primarily from the Tijuana airport.
- ii. People are constantly illegally crossing the U.S./ Mexican border notwithstanding fences, patrols, and other measures. This activity creates a variety of problems, including crime. Go to www.usborderpatrol.com for more information.

6. DESERT

a. Borrego Springs

The Salton Sea east of Borrego Springs occasionally creates wind conditions that cause odors to be emitted from the Salton Sea to the Borrego Valley. For more information, contact the County of San Diego web site: www.saltonsea.ca.gov/about/faq.htm.

- i. **Sunrise Powerlink** is a major power line planned through the Desert. See Section A.10 above.
- c. **Border Problems**. See Section E.5.b., above.



SIGNATURES

The above disclosures are believed to be accurate, but are not intended to be a complete compilation of all circumstances or conditions in San Diego County. There may be new or additional circumstances and conditions applicable to a property under consideration which may be of concern to Buyer. BUYER SHOULD INVESTIGATE AND OBTAIN ADDITIONAL INFORMATION ON ALL ISSUES OF CONCERN AND NOT RELY SOLELY ON THE INFORMATION RECEIVED FROM SELLER AND BROKERS. SHOULD BUYER FAIL TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS.

TO WHOM IT MAY CONCERN: The undersigned has received all pages of the Local Area Disclosures and has read, or will read within two days of receipt, the entire Local Area Disclosures. The undersigned acknowledges that it is his/her responsibility to read and understand the Local Area Disclosures.

BUYERS

Date

Date

Buyer Signature

Buyer Signature

Buyer Printed Name

Buyer Printed Name

SAMPLE

SELLERS

Date

Date

Seller Signature

Seller Signature

Seller Printed Name

Seller Printed Name

SAMPLE