



The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, or Other (‘‘Agreement’’), dated _____, on property known as _____, in which _____ is referred to as (‘‘Seller’’) and _____ is referred to as (‘‘Buyer’’).

- 1. The Property is part of a probate estate conservatorship guardianship.
2. The Representative Capacity Signature Disclosure (C.A.R form RCSD-S) and the Probate Advisory (C.A.R. form PA) are hereby incorporated.

3. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

- A. Type of Probate: Seller shall inform Buyer at the time of Acceptance or within the time for Seller Disclosures in the Time Period paragraph in the Agreement if the Property is being sold as part of a decedent’s estate, conservatorship or guardianship.
(1) If property is being sold as part of a decedent’s estate, paragraph 3B(1) applies unless 3B(2) or 3B(3) is checked.
(2) If the property is being sold through a conservatorship or guardianship, then court confirmation is required, and the sale shall proceed under paragraph 3B(2).
B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of Acceptance or within the time for Seller Disclosures in the Time Period paragraph in the Agreement if court confirmation is required. The sale will proceed under paragraph 3B(2) if court confirmation is required and under 3B(3) if court confirmation is not required.
(2) Court Confirmation Required: The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See paragraph 4 for terms of court confirmation of the sale.
(3) Court Confirmation Not Required: Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 4 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir’s objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

Buyer’s Initials (____)(____)

Seller’s Initials (____)(____)

- 4. WHEN COURT CONFIRMATION IS REQUIRED: Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 (or ____) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer’s position in the event of overbidding. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer’s offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE. If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer’s deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or ____) Days from receipt of such Order by Escrow Holder or Buyer.

- A. The purchase price offered must be at least 90 percent of the probate referee’s appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee’s appraised value, Buyer may increase the purchase price to the minimum amount required or may withdraw from this transaction and receive a refund of Buyer’s deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY 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.



B. 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. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

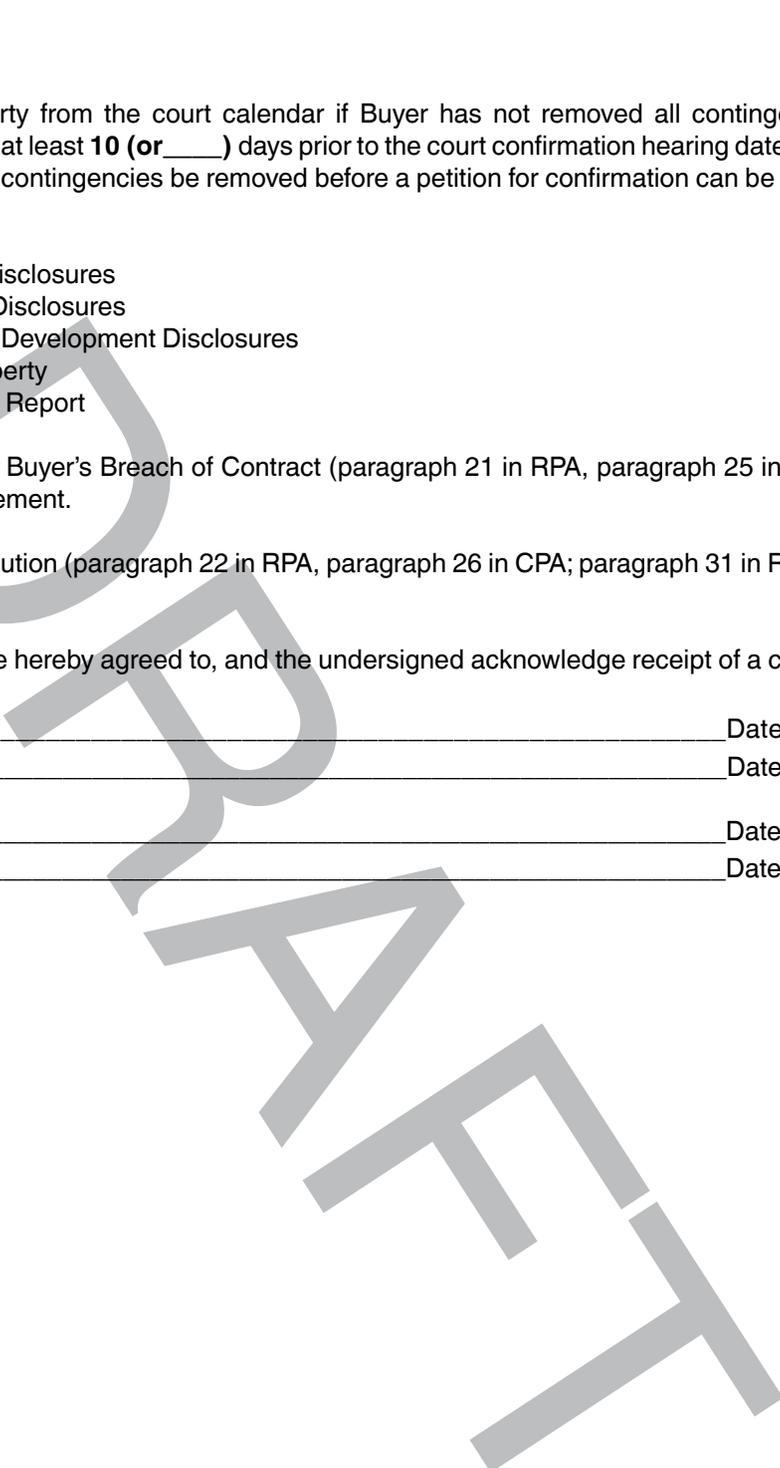
- Loan Contingency
- Appraisal Contingency
- Lead-Based Paint Hazard Disclosures
- Natural and Environmental Disclosures
- Condominium/Planned Unit Development Disclosures
- Buyer's Investigation of Property
- Review of Preliminary (Title) Report

5. The paragraph titled Remedies for Buyer's Breach of Contract (paragraph 21 in RPA, paragraph 25 in CPA; paragraph 30 in RIPA) is hereby deleted from Agreement.

6. The paragraph titled Dispute Resolution (paragraph 22 in RPA, paragraph 26 in CPA; paragraph 31 in RIPA) is hereby deleted from Agreement.

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

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



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