CALIFORNIA ASSOCIATION OF REALTORS®

SAN FRANCISCO ADDENDUM TO C.A.R. RPA

(C.A.R. Form SF-ARPA, Revised 1/11)

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

1. **Paragraph 1B** is modified as follows: The following language is added:
   The Real Property is further described as if checked, ☐ a _____% undivided interest, as a tenant in common, ☐ proprietary lease and shares of stock in a cooperative apartment corporation for apartment #_____.
2. **Paragraph 3** is modified as follows: The following language is added:
   3C1: ☐ Tenancy In Common (TIC) financing, ☐ Cooperative Apartment (CO-OP) financing
   3C2: ☐ Tenancy In Common (TIC) financing, ☐ Cooperative Apartment (CO-OP) financing
3. **Paragraph 3D** is modified as follows: The following language is added:
   (If a TIC or CO-OP Addendum is attached, it shall supplement, and to the extent it conflicts with, supersede any financing stated above.)
4. **Paragraph 4A1** is modified as follows: The following language is added:
   (ii) Waiver: ☐ See attached Buyer Inspection waiver (C.A.R. Form BIW)
5. **Paragraph 4B1** is modified as follows: The language in the RPA is replaced with the following:
   (1) Seller (or if checked, ☐ Buyer) shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
   (2) Seller (or if checked, ☐ Buyer) shall pay for an energy and water conservation inspection and the cost of compliance with any repair or retrofit pertaining to any such items required as a condition of closing escrow under any law.
   (3) Seller (or if checked, ☐ Buyer) shall pay for a Report of Residential Building Record (3R Report).
   (4) ☐ Buyer ☐ Seller shall pay for an inspection to determine if any underground storage tanks as defined by Article 21 of the S.F. Health Code (USTs) are located on or adjacent to the Property. If any USTs are discovered on the Property, by the inspection, Seller shall pay for the cost of removing such UST.
   (5) ☐ 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. _____.
6. **Paragraph 4C** is modified as follows: The language in the RPA is replaced with the following:
   4C1: **Buyer** (or if checked, ☐ Seller) shall pay escrow fee _____.
   Escrow Holder shall be _____.
   4C2: **Buyer** (or if checked, ☐ Seller) shall pay for **owner's** title insurance policy specified in paragraph 12E _____.
   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.)
7. **Paragraph 4D1-4D4** are modified as follows: The language in the RPA is replaced with the following:
   4D1: **Seller** (or if checked, ☐ Buyer) shall pay County transfer tax or fee _____.
   4D2: Seller (or if checked, ☐ Buyer) shall pay City transfer tax or fee _____.
   4D3: Buyer (or if checked, ☐ Seller) shall pay Homeowners' Association ("HOA") transfer fee _____.
   4D4: **Seller** (or if checked, ☐ Buyer) shall pay HOA document preparation fees _____.
8. **Paragraph 5B** shall apply to vacant non-rental property
9. **Paragraph 5C** shall be modified as follows: The language in the RPA is replaced with the following:
   Tenant-occupied or vacant rental property:
   (1) Tenant(s) to remain in possession (or ☐, if checked, Property shall be vacant at least 5 (or ☐_____) days prior to Close Of Escrow. **NOTE TO SELLER: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement**).
   (2) RENTAL DOCUMENTS AND DISCLOSURES: Seller shall, within **7 (or ☐ _____) Days** After Acceptance, **(a)** make available to Buyer for inspection and review the following documents and disclosures, which Seller represents are maintained in the ordinary and normal course of business: all current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(b)** Deliver to Buyer a rental summary (C.A.R. Forms SF-RSTP, SF-RSIU) including **(i)** names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. **(ii)** claims made by Seller against tenants or by tenants against Seller in any court of law or to the San Francisco Rent Board, or other governmental agencies; **(iii)** which units include parking or storage spaces as part of the rent, whether any garages, parking, or storage spaces are rented to non-tenants, the amount received for each space, and the terms of any rental agreement or lease for the space; **(iv)** any Default or Termination Notices served on tenants and, if the notices have been filed with the San Francisco Rent Board, proof of such filing; and **(v)** a list of personal property owned by Seller and used in operation of, or rented to a tenant in, the Property.
   (3) TENANT ESTOPPEL CERTIFICATES: Seller shall Deliver to Buyer all tenant estoppel certificates (C.A.R. Form TRID) completed by Seller or Seller's agent, and signed by tenants, acknowledging: **(a)** that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); **(b)** that no lessor defaults exist; and **(c)** stating the amount of any prepaid rent or security deposit.

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

DRAFT

Property Address: _____ Date: _____

(4) PROPOSED CHANGES: Seller shall Deliver to 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.
(5) APPROVAL CONTINGENCY: Buyer's approval of the Rental Documents and Disclosures, Proposed Changes, and Tenant Estoppel Certificates 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.
(6) DEPOSITS: Seller shall transfer to Buyer, through escrow, all unused tenant deposits.
(7) NO WARRANTY: 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.
(8) SAN FRANCISCO RENT CONTROL: San Francisco has adopted a Residential Rent Stabilization and Arbitration Ordinance (SF Rent Control Law). The SF Rent Control Law restricts a property owner's rights regarding any existing or prospective tenant, such as but not limited to the amount of rent that may be charged; and the ability to gain possession of the Property from a tenant either for purposes of the owner wanting to move in to the Property or other reasons; and whether a room or unit can be legally rented, the amount that can be charged, and the penalties for violations of the SF Rent Control Law. The SF Rent Control Law is not static, it may be modified by appropriate government action in the future. Buyer shall take Property subject to the rights of existing tenants.
(9) PROTECTED TENANT: (a) If Seller has not already done so, Seller shall: **(i)** Deliver to all tenants in the Property a Request for Protected Tenant Status Information (C.A.R. Form SF-PTSI) within **3 (or ☐ _____) Days After Acceptance** and **(ii)** file a copy of the PTSI with the San Francisco Rent Board; **(b)** Seller shall Deliver to Buyer, within **17 Days After Acceptance (i)** all PTSI returned by all Tenants, **(ii)** a list of all tenants who have not completed and returned the PTSI form. **(b)** This Agreement is contingent upon Buyer's review and approval of all PTSI forms returned by Tenants and the list of incompleted PTSI forms. Buyer has 5 days after delivery of such documents to cancel this Agreement in writing as specified in paragraph 14.
(10) VACANT UNITS: If any rental unit is vacant, Buyer acknowledges receipt of general information regarding vacant units (C.A.R. Form SF-GIVU) and for each unit that is vacant a specific Vacant Unit Disclosure (C.A.R. Form SF-VUD) for the unit. Buyer's approval of the Vacant Unit Disclosures is a contingency of the Agreement. Buyer shall within 17 Days After Acceptance remove the contingency or cancel this Agreement.
(11) NOTICE TO TENANTS: Seller, within 7 Days After Acceptance shall Deliver to Buyer general information regarding required notice to tenants (C.A.R. Form SF-MDT). Seller shall prior to COE Deliver to each tenant a disclosure regarding tenants' rights (C.A.R. Form SF-SDT).

10. **Paragraph 8D:** The following language is added after 8C:
D. TENANT-OCCUPIED OR VACANT RENTAL PROPERTY: All personal property owned by Seller and used in operation of, or rented to a tenant in, the Property is (or, if checked, ☐ is not) included in the sale.
11. **Paragraph 9C** is modified as follows: The following language is added:
Property may not be in compliance with San Francisco Rent Control Law.
12. **Paragraph 10** is modified as follows: The following language is added after 10D:
E. Waiver of Buyer Investigation: ☐ See attached Buyer Investigation Waiver (C.A.R. Form BIW)
13. **Paragraph 11A** is modified as follows: The language in the RPA is replaced with the following:

A (1) Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:

☐ San Francisco Seller Property Questionnaire (C.A.R. Form SF-SPQ) **OR**	☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
☑ Energy/Water Conservation (C.A.R. Form SF-EWC)	☑ Adjacent Industrial Use (C.A.R. Form SF-AIU)
☑ 3R Report (C.A.R. Form SF-3R)	☑ Parking and Storage (C.A.R. Form SF-PSD)
☑ Underground Storage Tank (C.A.R. Form SF-UST)	☐ TIC Disclosure (C.A.R. Form SF-TICD)
(2) Seller Rental Property Disclosures:	☐ General Information Regarding Vacant Units (C.A.R. Form SF-GIVU)
☐ Mandatory Disclosure to Tenants (C.A.R. Form MDT)	☐ Vacant Unit Disclosure (C.A.R. Form SF-VUD)
☐ Seller Disclosure to Tenant (C.A.R. Form SF-SDT)	☐ Request for Protected Status Information (C.A.R. Form SF-PTSI)
☐ Buyer Disclosure to Tenant (C.A.R. Form SF-BDT)	☐ Rental Property Summary (Total Property) (C.A.R. Form SF-RSTP)
☐ Tenant Eviction Restriction (C.A.R. Form SF-TER)	☐ Rental Property Summary (Individual Unit) (C.A.R. Form SF-RSIU)

14. **Paragraph 11B** is modified as follows: The following language is added:
☐ Cooperative Apartment Addendum (C.A.R. Form SF-COOP) ☐ Tenancy in Common Addendum (C.A.R. Form SF-TICA)

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

Date _____ Date _____
Buyer/Tenant _____ Seller/Landlord _____
Buyer/Tenant _____ Seller/Landlord _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1986-2011, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
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.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by
Broker or Designee _____ Date _____

EQUAL HOUSING OPPORTUNITY