



CALIFORNIA
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OF REALTORS®

Legal Live Webinar

New and Revised forms, December 4 and 5, 2018

Speakers: Howard Fallman and Neil Kalin



- Our webinar will begin at 1:30 p.m.
- Handouts for today's presentation are available at <https://www.car.org/riskmanagement/live>.
- To get audio, call in using the information on your attendee control panel.



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Howard and Neil, Neil and Howard
It's hard to say one without the other.

**Which famous duos do you think we
most resemble?**

- Martin & Lewis
- Laurel & Hardy
- Hahn Solo & Chewbacca
- Kirk & Spock
- Bert & Ernie (Sesame Street)
- Ernie & Bert (It's a Wonderful Life)
- Kobe & Shaq
- Butch & Sundance
- Key & Peele
- Tom Brady & Gronk
- Seinfeld & Costanza
- Johnny Carson and Ed McMahon
- Abbot & Costello
- Hope & Crosby
- Jules & Vincent (Pulp Fiction)
- Shaggy & Scooby Doo
- Murtaugh & Riggs (Lethal Weapon)
- Cheech & Chong
- Beavis & Butthead
- Batman & Robin

All I know is every good thing comes to an end.

**And, I can't speak for Howard, but when it's time
I want to go out like another famous duo**



For those too young to get it, Google “Thelma & Louise”

The December Forms Release Basics

- **When!** Expected release date: December 10, 2018
- **Where!** Draft copies of new and revised forms:
 - <https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/December-2018-Forms-Release>
- **What!** Quick Summary explanation (in chart form) of new and revised forms:
 - https://www.car.org/-/media/CAR/Documents/Transaction-Center/PDF/Standard-Forms/December-2018/Dec-18-Quick-Summary_Draft-5.pdf?la=en&hash=38DCE80801EFFE3D2FD6B7953AEBB60C19F28BE5
- **Why!** Because the law changes and to make forms better
- **How many?**
2 New. 12 Revised. 20 Legislative

Don't Panic! 20 legislative forms = 10 purchase agreements, 6 listings, and 3 agency forms all with same change
+ trust advisory with one word missing



Quick Summary

December 2018 Forms Release Quick Summary


This chart is a quick summary of the new and revised standard forms scheduled for release the week of December 10th, 2018. For further information, please refer to the C.A.R. web page at: <https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/December-2018-Forms-Release>. Please note that this list is subject to change.

| Form Code | Form Name | Replaces | Brief description of form/how the form was revised | OK to use prior revision |
|-----------|--|----------|---|--------------------------|
| *POSA | Pre-Occupancy Storage Addendum | NEW | This form of last resort documents that a buyer will be storing items of personal property on the seller's property prior to close of escrow. Identifies fee for storage, location where storage is permitted, and warns of consequence if escrow does not close on time or at all. | N/A |
| *SUM-RIPA | Summary of Offer – RIPA | NEW | Document attached to an offer made on the Residential Income Purchase Agreement that summarizes significant terms. | N/A |
| BBD | Bed Bug Disclosure | 6/17 | Change includes an affirmative obligation on the tenant to timely inform the landlord of any bed bug issues and a waiver of liability for failure to do so. | Y |
| *CML-CNDA | Confidentiality and Non-Disclosure Agreement | 4/09 | Added language addresses effective date of notices if sent by email and duplicate notice sent to alternate email, fax or text. | Y |
| *HOA1 | Homeowner Association Information Request | 11/14 | Specifically asks HOA to respond within statutory time by answering questions added to this form and by completing HOA 2 and HOA3. Copy of relevant statute added to back page. | Y |

| | | |
|-------|--|-------|
| LR | Residential Lease or Month-to-Month Rental Agreement | N/A |
| *RFR | Receipt for Reports | 12/17 |
| RLA | Residential Listing Agreement | 6/17 |
| RPA | Residential Purchase Agreement and Joint Escrow Instructions | |
| *RR | Request for Repair | |
| *RRRR | Seller Response and Reply to Request for Repair | |
| *SMCO | Seller Multiple Counters Offer | |

| | |
|---|--------------------------------------|
| Made form applicable to not only purchases but lease transactions. | Y |
| Modified form so that the default is that the property is not in a flood zone but checking the box will create an affirmative representation that the property is in such a zone. | Y |
| in statutory language Civil Code AB1289 | No, Effective January 1, 2019 |
| Agency Relationships Agency Relationships Exclusive (Right to Represent) Non-Exclusive Non-Exclusive/Not for | |
| Division Purchase Agreement and Joint | |
| reement and Joint Escrow Instructions | |
| reement and Joint Escrow | |
| reement and Joint Escrow | |
| hase Agreement and Joint Escrow | |
| ment | |
| nt Escrow Instructions | |
| n One Buyer or Seller | |
| y Agreement and Joint Escrow | |
| e | |
| y | |
| nt Escrow Instructions | |
| oint Escrow Instructions | |

Forms Drafts

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**CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: _____

1. **OFFER:**

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

B. **THE REAL PROPERTY** to be acquired is _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No. _____ ("Property").

C. **THE PURCHASE PRICE** offered is _____ Dollars \$ _____. Days After Acceptance).

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

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. **AGENCY:**

A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent _____ License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)


Buyer's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent _____ License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

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REQUEST FOR REPAIR No. _____
(Or other Corrective Action)
(C.A.R. Form RR, Revised 12/18)

Date Prepared: _____

In accordance with the terms and conditions of the: Purchase Agreement or ☐ Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller").

BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)

1. (a) ☐ Buyer requests that Seller, prior to final verification of condition, repair or take the other specified action for each item listed below or ☐ on the attached list dated _____:

(b) (i) ☐ **SECTION 1:** Buyer requests Seller pay to have Section 1 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(ii) ☐ **SECTION 2:** Buyer requests Seller pay to have Section 2 work completed as specified in the attached Pest Control Report dated _____ prepared by _____

(iii) If Buyer requests either Section 1 or Section 2 work above, Seller shall, no later than 5 (or _____) Days Prior to Close of Escrow, Deliver to Buyer a written pest control certification showing the corrective work has been completed.

(c) ☐ Buyer requests that Seller credit Buyer \$ _____ at Close of Escrow. (Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit in the Agreement unless specifically agreed in writing (☐ Addendum attached)). Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit amount may not be enough to remedy all defects or repairs.)

(d) ☐ Buyer requests that Seller reduce the purchase price to \$ _____



9. **AGENCY RELATIONSHIPS:**
- A. **Disclosure:** The Seller acknowledges receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.
- 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: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

RLA REVISED 12/18 (PAGE 3 OF 5)

Seller's Initials (____)(____)



RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 3 OF 5)

Today's Agenda

New Forms

- Pre-Occupancy Storage Addendum (POSA)
- Summary of Offer – RIPA (SUM-RIPA)

Revised Forms

- Bed Bug Disclosure (BBD)
- Confidentiality and Non-Disclosure Agreement (CML-CNDA)
- Homeowner Association Information Request (HOA-IR)
- Receipt for Reports (RFR)
- Request for Repair
- Seller Response and Buyer Reply to Request for Repair (RRRR)
- Seller Multiple Counter Offer (SMCO)
- Single Party

Compensation Agreement (SP)

- Tenant Flood Hazard Disclosure (TFHD)
- Residential Listing Agreement (RLA)
- Residential Purchase Agreement (RPA)
- Residential Lease (LR) only change is revised BBD and TFHD attachments

Statutory Revisions

- RPA, RIPA, MHPA, PPA, CPA, VLPA, NODPA, NCPA, ESPA, CCSPA
- Disclosure Regarding Real Estate Agency Relationship (AD)
- Agency Confirmation (AC)
- Possible Representation of More Than One Buyer or Seller (PRBS)
- RLA, RLASR, RLAN, BRE, BRNE, BRNN
- Trust Advisory (TA)

Buyer Pre-Occupancy Storage Addendum (POSA)

- License, not a lease
- Ends at COE or cancellation
- Cannot visit your furniture
- Payment
- Description of property
- Some items not allowed.



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BUYER PRE-OCCUPANCY STORAGE ADDENDUM
(C.A.R. Form POSA, 12/18)

This is an addendum to the Purchase Agreement, ☐ Counter Offer No. _____, ☐ Other _____
("Agreement"), dated _____

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

This addendum is intended for short-term pre-occupancy storage by Buyer of Buyer's personal property (Personal Property) on the Property before Close of Escrow.

1. **LICENSE:** Buyer is granted a license ("License") to store Personal Property as defined below on the Property prior to the Close Of Escrow.
2. **TERM:** The License begins on _____ (or _____ calendar days before the **scheduled** Close Of Escrow). If no time is filled in, the License begins on the date of Buyer's and Seller's mutual signing of this Buyer Pre-Occupancy Storage Addendum ("POSA").
3. **ACCESS:** Buyer shall move-in all items of Personal Property on the commencement date (or _____), and shall have no right of access to the Property to bring in or remove any items from that date until termination of the License.
4. **TERMINATION:** The License under this POSA shall terminate on the earlier of Close Of Escrow or cancellation of this Agreement. Buyer has no right to store Personal Property beyond this term unless (i) escrow has been extended by mutual agreement, or (ii) a subsequent agreement for **storage** is agreed to in writing and signed by Buyer and Seller prior to the end of such term.
5. **CONSIDERATION:** Buyer agrees to pay Seller (i) an "**Pre-Occupancy Storage Fee**" for the term specified in paragraph 2 of \$ _____ per day (or _____). If escrow is extended by mutual agreement, Buyer shall pay Seller additional consideration for pre-occupancy storage in the amount of \$ _____ per day.
6. **PERSONAL PROPERTY:** Personal Property means typical household furnishings and clothing, if not otherwise specified. Buyer shall provide Seller a list of all items stored upon completion of the move-in.
7. **NO STORAGE OF THE FOLLOWING:** Buyer shall not store any **firearms, or ammunition, or illegal, flammable, hazardous, explosive, corrosive, caustic or other dangerous materials.**
8. **STORAGE AREA:** Buyer is allowed to store Buyer's Personal Property in the following location(s) on the Property only: _____

Buyer Pre-Occupancy Storage Addendum (POSA)

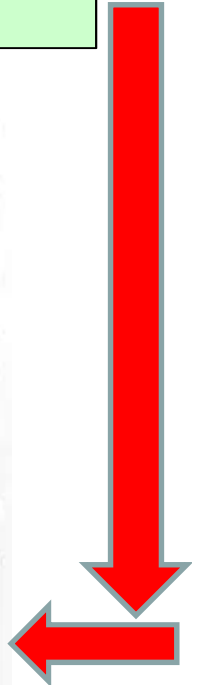
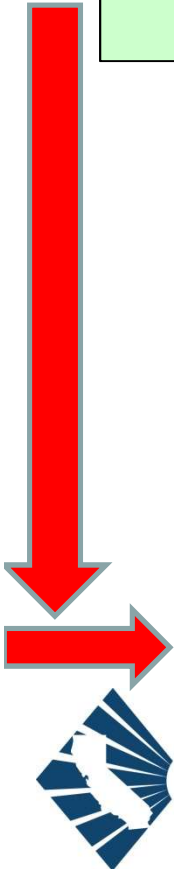
- Specific room or place only (garage, shed, spare room)
- Must remove if no purchase
- Get own insurance
- This is NOT a good idea! Too many things can go wrong.

8. **STORAGE AREA:** Buyer is allowed to store Buyer's Personal Property in the following location(s) on the Property only: ____
9. **REMOVAL OF PERSONAL PROPERTY:** If Buyer has not completed the purchase of the Property, Buyer shall remove Personal Property **within 3 calendar days of** termination of this License. Buyer may be responsible for court awarded damages if Buyer does not remove Personal Property by the termination date without a subsequent written Agreement.
10. **RISK OF LOSS:** The storage of Buyer's Personal Property on the Property shall not be deemed as Buyer taking possession or title under the Uniform Vendor and Purchaser Risk Act (Civil Code § 1662).
11. **DAMAGE/INSURANCE:** Except as otherwise specified, Buyer's Personal Property (including vehicles) is not insured by Seller, and, if applicable, not by the homeowner's association, against loss or damage. Each Party is to carry their own insurance to protect their respective property from such loss. **Buyer is responsible for all damages incurred at either move-in or move-out, or otherwise, of the Personal Property.**
13. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
14. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** _____

Numbering correct in final version

BROKERS DO NOT RECOMMEND PRE-OCCUPANCY STORAGE. BROKERS HAVE ADVISED BUYER AND SELLER TO CONSULT WITH LEGAL COUNSEL TO DETERMINE WHETHER ENTERING INTO SUCH AN ADDENDUM TEMPORARILY OR PERMANENTLY CHANGES THE NATURE OF THEIR STATUS AS BUYER AND SELLER, AND THE LEGAL CONSEQUENCES AND IMPLICATIONS OF PRE-OCCUPANCY STORAGE. IF BUYER AND SELLER AGREE TO PRE-OCCUPANCY THEY ARE DOING SO AGAINST THE ADVICE OF BROKERS AND AT THEIR OWN RISK.

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



Summary of Offer (RIPA) (SUM-RIPA)



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SUMMARY OF OFFER (RIPA)

(C.A.R. Form SUM-RIPA, 12/18)

This document is a summary of the terms and conditions of the Residential Income Purchase Agreement dated _____, on property identified as _____ in which _____ is referred to as "Buyer".

This document is NOT an offer. This document DOES NOT contain all material terms of the Offer. Only the attached, signed, Offer is capable of being accepted or countered. Buyer and Seller are advised to read the Offer carefully and in its entirety.

| TERMS | RIPA Paragraph # | Description | Additional Information |
|---|------------------|--|--|
| Purchase Price | 1C, 3G | \$ | <input type="checkbox"/> All Cash |
| Initial Deposit Amount | 3A | \$ | % of purchase price |
| Increased Deposit | 3B | \$ | Deposit total % of purchase price |
| Loan Amounts - First | 3D1 | \$ | <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> SFA |
| - Second | 3D2 | \$ | <input type="checkbox"/> Second <input type="checkbox"/> SFA |
| Close of Escrow | 1D | mm/dd/yyyy or Days After | Date or Days After Acceptance |
| Possession Date | 10B, C, D | COE or <input type="checkbox"/> Seller to remain for Days or <input type="checkbox"/> tenant to remain | <input type="checkbox"/> SIP or <input type="checkbox"/> RLAS or <input type="checkbox"/> TIP attached |
| Loan Contingency Removal | 3J3, 3J4 | 21 or Days or | <input type="checkbox"/> No loan contingency |
| Appraisal Contingency Removal | 3I | 17 or Days or | <input type="checkbox"/> No appraisal contingency |
| Buyer Investigation Contingency Removal | 17, 19B | 17 or Days | |
| Sale of Buyer's Property Contingency | 4B | <input type="checkbox"/> Purchase is contingent | <input type="checkbox"/> COP attached, see terms |
| Tenant Estoppel Certificates | | <input checked="" type="checkbox"/> Requested by Buyer | |
| Agent Name _____ | | | |
| Firm Name _____ | | | |

ITEMS BELOW TO BE MANUALLY ENTERED, IF AT ALL, BY LISTING AGENT

Not an offer

Not a Letter of Intent

Just a marketing tool

No signatures

Autofill fields

Not a stand-alone form. Must be attached to an offer

Just a summary to get the seller interested

Bed Bug Disclosure (BBD)

5. Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.

8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.


Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.



Commercial Confidentiality and Non-Disclosure Agreement (CML-CNDA)

- Paragraph 4F prohibits disclosure over the Internet
- Paragraph 6B(3) allows for notice by email with a second copy

For Non-Commercial Transactions, Use CND form



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**COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT**
(C.A.R. Form CML-CNDA, Revised 12/18)
(Not For Use With One to Four Residential Properties)

This Commercial CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Confidentiality Agreement") is given in connection with or in contemplation of that certain: ☐ Commercial Property Purchase Agreement, ☐ Business Purchase Agreement; ☐ Residential Income Property Purchase Agreement, ☐ Other _____ dated _____ ("Agreement"), in which _____ is referred to as "Buyer" and _____ is referred to as "Seller" regarding:

(Check All that Apply):

☐ that certain real property owned by Seller and to be sold to Buyer, commonly known as _____, the "Property".


AND/OR

☐ a business owned by Seller and to be sold to Buyer, described as _____, the "Business".


AND/OR

☐ that certain real property, together with any improvements located thereon, leased by Seller, and to be assigned to Buyer, pursuant to that certain lease dated, _____, ("Lease") by and between Seller, as Tenant, and _____, as Landlord ("Leased Property"). For purposes of this Confidentiality Agreement, the Leased Property shall be included within the definition of "Property".

☐ The implementation of the applicable Agreement as it relates to the Property or the Business, as the case may be, shall be referred to as the "Transaction".



Homeowner Association Information Request (HOA-IR)



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HOMEOWNER ASSOCIATION INFORMATION REQUEST
(C.A.R. Form HOA-IR, Revised 12/18)

Property Address: _____

Owner of Property: _____ ("Seller")

Owner's Mailing Address: _____
(If known or different from property address)

To: Homeowner Association _____ ("HOA")

I. HOA'S MUST DELIVER THE REQUESTED DOCUMENTS WITHIN 10 DAYS OF SELLER'S REQUEST (CIVIL CODE SECTION 4530(a)).

California Civil Code section 4525 requires sellers to provide buyers of a condominium unit or an interest in a cooperative or planned unit development, at the time of sale, a financial disclosure statement detailing the project's income, expenses, and operating budget for the current fiscal year, as well as a true written statement from an association representative as to unpaid current and special assessments, late charges and fines and penalties or liens on the unit for sale. California Civil Code section 4530 requires the Homeowner Association (HOA) to provide such information to sellers upon written request.

Seller requests: **Within 10 calendar days from receipt of this request**, please provide to Seller answers to the questions on Section II and the items and information listed on HOA-RS and HOA-RN at the address indicated above or to _____

Date: _____ Seller or Seller's Agent: _____

- New form Code (HOA-1 to HOA-IR)
- HOA-2 to HOA-RS
- HOA-3 to HOA-RN
- Copy of law to try to influence HOA to provide docs



Homeowner Association Information Request (HOA-IR)

- 10 days to respond to section II and other HOA forms.
- Many HOAs use their own form
- Section II asks about things a seller may not know
- HOA-RS questions are required by law
- HOA-RN and Section II are requests

Seller requests: **Within 10 calendar days from receipt of this request**, please provide to Seller answers to the questions on Section II and the items and information listed on HOA-RS and HOA-RN at the address indicated above or to _____.

Date: _____ Seller or Seller's Agent: _____

II. 1. This HOA is self-managed or ☐ professionally managed

2. There are _____ units in total. Of those, _____ are owner-occupied and _____ are tenant-occupied. Of the total units, does any owner own more than 1 unit? ☐ Yes ☐ No. If yes, please describe _____

3. Does the HOA have any commercial units? ☐ Yes ☐ No. If yes, please identify _____

4. The current regular assessment for this unit is \$ _____ per month or (if checked) ☐ quarter ☐ year

a. The following regular assessment change to \$ _____ has been approved, effective _____

b. The current balance of the HOA operating account is \$ _____, as of _____

c. ☐ The HOA (if checked) maintains a separate reserve account with a balance of \$ _____ as of _____

d. There are no delinquent assessments, penalties, attorney fees or any other charges due with respect to any unit, except for _____

e. The following special assessment has been approved by the HOA:

i. Description _____

ii. Amount payable by subject unit \$ _____, due date or payment schedule _____

f. The HOA anticipates the following special assessments (that have not yet been approved) for maintenance/repairs or to increase reserves: _____

5. There ☐ is, ☐ is not, pending or anticipated litigation or claims affecting the HOA. If so, attach a description.

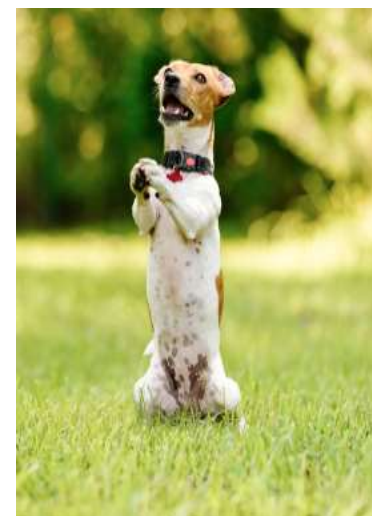
6. The HOA ☐ has, ☐ has not, maintained financial statements as required by Civil Code section 5300 (See page 2 for section 5300 requirements). Financial records are maintained by _____

7. The HOA charges the following fees and/or holds deposits for ☐ transfers of ownership \$ _____ ☐ move-ins \$ _____ ☐ move-outs \$ _____ refundable move deposits \$ _____ ☐ Other \$ _____

8. The HOA ☐ does ☐ does not have separate rules and regulations, in addition to the CCRs.

Signature _____ Position _____ Homeowner Association _____

Print name _____ Date _____ Telephone _____



Homeowner Association Information Request (HOA-IR)

Page 2, Just a list of what the law requires

California Civil Code Section 5300 provides that the HOA financial statements should contain, among other things:

- (1) A pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.
- (2) A summary of the association's reserves, prepared pursuant to Section 5565.
- (3) A summary of the reserve funding plan adopted by the board, as specified in paragraph (5) of subdivision (b) of Section 5550. The summary shall include notice to members that the full reserve study plan is available upon request, and the association shall provide the full reserve plan to any member upon request.
- (4) A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.
- (5) A statement as to whether the board, has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment.
- (6) A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms.
- (7) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Section 5570, and may not assume a rate of return on cash reserves in excess of 2 percent above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made.
- (8) A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.
- (9) A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies.
- (10) When the common interest development is a condominium project, a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project.
- (11) When the common interest development is a condominium project, a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project.



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Receipt for Reports (RFR)

Report

A. ☐ Wood Destroying Pest Inspection

B. ☐ Home Inspection Report

C. ☐ Title: Preliminary Report

D. ☐ Roof Inspection

E. ☐ Sewer Lateral Report

F. ☐ NHD Reports

G. ☐ Domestic Well Test

H. ☐ Septic/Private Sewage Inspection

I. ☐ Government Inspection or Report

J. ☐ Other Inspection or Report

K. ☐ Condominium/Planned Development (HOA or OA)
Disclosures required by Civil Code § 4525

L. ☐ Condominium/Planned Development (HOA or OA)
Disclosures not required by Civil Code § 4525

M. ☐ Lease Documents

N. ☐ _____

O. ☐ _____

NOTE: The following reports have been provided to the seller in previous transactions, and unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such disclosure. Such reports may not be updated or reflect the current condition of the Property.

| Report/Document from Previous Transactions | Prepared By | Date |
|--|-------------|-------|
| 1. <input type="checkbox"/> _____ | _____ | _____ |
| 2. <input type="checkbox"/> _____ | _____ | _____ |
| 3. <input type="checkbox"/> _____ | _____ | _____ |
| 4. <input type="checkbox"/> _____ | _____ | _____ |

If any of the above reports recommends Buyer obtain additional investigations, you should contact qualified experts to determine if such additional investigations are necessary.

- Page 1, put most common inspections at top, add more space for write-in inspections
- Page, 2, Identify which reports have been provided from previous transaction.




**"I KNOW
THAT I KNOW
NOTHING"**

Socrates

Request for Repair (RR)

No answer required.
Seller does not have to respond.
We mean it.
It says same thing in RPA, paragraph 14B(2)
No answer means **No agreement**

 CALIFORNIA ASSOCIATION OF REALTORS®

REQUEST FOR REPAIR No. _____
(Or other Corrective Action)
(C.A.R. Form RR, Revised 12/18)

Date Prepared: _____

In accordance with the terms and conditions of the: Purchase Agreement or ☐ Other _____
("Agreement"), dated _____, on property known as _____ ("Property"),
between _____ ("Buyer"),
and _____ ("Seller").


BUYER REQUEST (Check all that apply): (Note: Seller has no obligation to respond to Buyer request.)

1. (a) ☐ Buyer requests that Seller, prior to final verification of condition, repair or take the other specified action for each item listed below or ☐ on the attached list dated _____:

(b) (i) ☐ **SECTION 1:** Buyer requests Seller pay to have Section 1 work completed as specified in the attached Pest Control Report dated _____ prepared by _____
(ii) ☐ **SECTION 2:** Buyer requests Seller pay to have Section 2 work completed as specified in the attached Pest Control Report dated _____ prepared by _____
(iii) If Buyer requests either Section 1 or Section 2 work above, Seller shall, no later than 5 (or ____) Days Prior to Close of Escrow, Deliver to Buyer a written pest control certification showing the corrective work has been completed.

(c) ☐ Buyer requests that Seller credit Buyer \$ _____ at Close of Escrow.
(Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit in the Agreement unless specifically agreed in writing (☐ Addendum attached)). Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit amount may not be enough to remedy all defects or repairs.)

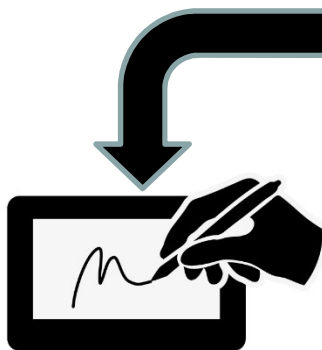
Seller Response and Buyer Reply to Request for Repair (RRRR)

| | | |
|--|---|---|
|  | CALIFORNIA ASSOCIATION OF REALTORS® | SELLER RESPONSE AND BUYER REPLY TO REQUEST FOR REPAIR No. _____ (Or other Corrective Action) (C.A.R. Form RRRR, Revised 12/18) |
| | In accordance with the terms and conditions of the: Request For Repair No. _____ dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller"). | |
| SELLER RESPONSE TO BUYER REQUESTS: | | |
| 1. Seller agrees: (Check all that apply). | | |
| A. <input type="checkbox"/> to all of Buyer's requests in Request for Repair No. _____, except: _____ | | |
| B. <input type="checkbox"/> at Close of Escrow, to credit Buyer \$ _____ | | |
| C. <input type="checkbox"/> to reduce the purchase price to \$ _____ | | |
| D. <input type="checkbox"/> Other _____ | | |
| (Note: Any credit included in this paragraph is separate from and shall not reduce or supersede any other credit in the Agreement unless specifically agreed in writing (<input type="checkbox"/> Addendum attached)). Credits need to be disclosed to Buyer's lender and total contractual credits may be limited pursuant to the Agreement. Total credit and price reduction amount may not be enough to _____ all defects or repairs.) | | |

Seller Multiple Counter Offer (SMCO)

8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 7. DO NOT sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

____ Date _____ Time _____ AM/PM
____ Date _____ Time _____ AM/PM




- Seller signs in paragraph 5
- Buyer accepts by signing in paragraph 7
- IF this was a regular seller counter offer, binding contract once buyer returns to seller
- In SMCO, seller must sign second time, in paragraph 8, and return to buyer
- If buyer signs in paragraph 7 “Subject to attached counter offer”, and seller agrees, seller only needs to sign the counter, **Not** paragraph 8



Single Party Compensation Agreement (SP)

Can be used to bind sellers or landlords



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SINGLE PARTY COMPENSATION AGREEMENT
(C.A.R. Form SP, Revised 12/18)

Date Prepared: _____

_____, ("Principal") and
_____, ("Broker")
agree as follows, with regard to the real property in the City of _____,
County of _____, California, described as follows:
_____, ("Property").

1. 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 the Seller/Landlord ("Principal") and Broker.
Principal agrees to pay Broker, irrespective of agency relationships, either ☐ _____ percent of the sales price or total rents for the original term of the lease; or ☐ \$ _____, as follows:


A. ☐ (i) If Principal accepts an offer from _____ ("Buyer") to purchase or exchange the Property during the period commencing on (date) _____ and expiring at 11:59 P.M. on (date) _____ ("Compensation Period"), provided Buyer completes the transaction or is prevented from doing so by Principal;
☐ (ii) If Principal enters into a lease agreement with _____ ("Tenant") during the period commencing on (date) _____ and expiring at 11:59 p.m. on (date) _____ ("Compensation Period")



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Tenant Flood Hazard Disclosure (TFHD)

- Default is that property is NOT in a flood zone
- Check box if property in zone. A, B, C, or D requires Landlord to check box
- Attached to lease/rental



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TENANT FLOOD HAZARD DISCLOSURE
(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), ☐ Residential Lease After Sale, ☐ Other _____, dated _____, on property known as _____, in which _____ is referred to as ("Tenant") and _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

☐ The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

A. The owner has actual knowledge of that fact.
B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (<http://myhazards.caoes.ca.gov>).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

Residential Listing Agreement (RLA)



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RESIDENTIAL LISTING AGREEMENT (Exclusive Authorization and Right to Sell) (C.A.R. Form RLA, Revised 12/18)

5. MULTIPLE LISTING SERVICE:

A. Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property was not listed with the MLS. **Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.**

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

☐ Trust Advisory (C.A.R. Form TA)

☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction



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Residential Purchase Agreement (RPA)

- NAR new Standard of Practice requires Seller's agent to respond in writing if Buyer's agent makes inquiry
- New paragraph E in Broker Box on page 10 not a question but an explanation of what is required. Why not a question? Maybe set up seller's broker. Market may be changing – if so, won't be an issue or as big of an issue



REAL ESTATE BROKERS:


- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.**
- B. Agency relationships are confirmed as stated in paragraph 2.**
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**
- D. COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). 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.
- E. PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

| | | | | | |
|-------------------------|-------|------------|-------|------------|-----------|
| Buyer's Brokerage Firm | | DRE Lic. # | | DRE Lic. # | |
| By | _____ | DRE Lic. # | _____ | Date | _____ |
| By | _____ | DRE Lic. # | _____ | Date | _____ |
| Address | _____ | City | _____ | State | _____ Zip |
| Telephone | _____ | Fax | _____ | E-mail | _____ |
| Seller's Brokerage Firm | | DRE Lic. # | | DRE Lic. # | |
| By | _____ | DRE Lic. # | _____ | Date | _____ |
| By | _____ | DRE Lic. # | _____ | Date | _____ |
| Address | _____ | City | _____ | State | _____ Zip |
| Telephone | _____ | Fax | _____ | E-mail | _____ |



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Residential Lease of Month-To-Month Rental Agreement (LR)

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT
(C.A.R. Form LR, Revised 6/18)

Date _____ ("Landlord") and _____ ("Tenant") agree as follows ("Agreement"):

1. PROPERTY:
A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ ("Premises").

38. STATUTORY DISCLOSURES:

A. ☐ **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. **PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**

1. ☐ Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

2. ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.

C. ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. ☐ **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified 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 Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. ☐ **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

G. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.



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Poll

Under existing law, what does the phrase “Selling Agent” usually mean?

- A. Seller’s broker
- B. Buyer’s broker
- C. Someone who sells “ings”
- D. Any agent who sells property

Disclosure Regarding Real Estate Agency Relationship (AD)



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

Language change –

- Listing now Seller's
- Selling now Buyer's
- Associate Licensee now salesperson or broker-associate

- Seller's agent to seller at time of listing
- Buyer's agent to buyer no later than signing of offer
- **No longer buyer's agent to seller!!!**

Confidential Information -

- Financial information
- Motivation
- Bargaining position
- Personal information impacting price

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.


In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

Disclosure Regarding Real Estate Agency Relationship (AD)

- AD1 in zipForm from seller's agent to seller
- AD2 in zipForm from buyer's agent to buyer
- AD3 in zipForm to go away January 1, 2019
- AD1 and 2; zipForms automatically fills name of seller or buyer, as applicable

No more box for seller's signature on buyer's form

AD2 bundled with RPA
Applies to residential, commercial, residential income, mobile homes



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), 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 Buyer's 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 salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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 _____

Agency Confirmation



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: _____

1. OFFER:

- A. THIS IS AN OFFER FROM _____ ("Buyer").
- B. THE REAL PROPERTY to be acquired is _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No. _____ ("Property").
- C. THE PURCHASE PRICE offered is _____ Dollars \$ _____.
- D. CLOSE OF ESCROW shall occur on _____ (date) (or _____ Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

- B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent _____ License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent _____ License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- Seller's Broker name and license #. Seller's agent name and license #
- Buyer's broker name and license #. Buyer's agent name and license #
- Single agency or dual agency. zipForm mutually exclusive instructions

Agency Confirmation



CALIFORNIA
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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: _____

1. OFFER:

- A. THIS IS AN OFFER FROM _____ ("Buyer").
- B. THE REAL PROPERTY to be acquired is _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor's Parcel No. _____ ("Property").
- C. THE PURCHASE PRICE offered is _____ Dollars \$ _____.
- D. CLOSE OF ESCROW shall occur on _____ (date)(or _____ Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

- B. **CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent _____ License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent _____ License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

- Same changes to RIPA, MHPA, PPA, CPA, VLPA, NODPA, NCPA, ESPA, CCSPA

One Brokerage Representing Seller Only:

Virgil Realty represents Seller Only and there is no other brokerage or agent involved.

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

Seller's Brokerage Firm Virgil Realty License Number 000001

Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent Helen Troy License Number 000002

Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm _____ License Number _____

Is the broker of (check one): ☐ the buyer; or both ☐ the buyer and seller. (dual agent)

Buyer's Agent _____ License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)



Two Brokerages, One Representing Seller and One Representing Buyer:

Virgil Realty represents Seller Only.

Westmoreland Realty represents Buyer Only.

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

Seller's Brokerage Firm Virgil Realty License Number 000001_____
Is the broker of (check one): [☒] the seller; or [☐] both the buyer and seller. (dual agent)

Seller's Agent Helen Troy License Number 000002_____
Is (check one): [☒] the Seller's Agent. (salesperson or broker associate) [☐] both the
Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Westmoreland Realty License Number 000003_____
Is the broker of (check one): [☒] the buyer; or both [☐] the buyer and seller. (dual agent)

Buyer's Agent Sargent York License Number 000004_____
Is (check one): [☒] the Buyer's Agent. (salesperson or broker associate) [☐] both the
Buyer's and Seller's Agent. (dual agent)



One Brokerage Representing Seller and Buyer – Two Agents in the Same Office:

Virgil Realty represents Seller and Buyer and there are two agents in the office – one working with the Seller and one working with the Buyer.

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

Seller's Brokerage Firm Virgil Realty License Number 000001
Is the broker of (check one): ☐ the seller; or ☒ both the buyer and seller. (dual agent)

Seller's Agent Helen Troy License Number 000002
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Virgil Realty License Number 000001
Is the broker of (check one): ☐ the buyer; or both ☒ the buyer and seller. (dual agent)

Buyer's Agent George Paris License Number 000005
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)



One Brokerage Representing Seller and Buyer – One Agent:

Virgil Realty represents Seller and Buyer and one agent is working with both the Seller and the Buyer.

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

Seller's Brokerage Firm Virgil Realty License Number 000001_____
Is the broker of (check one): ☐ the seller; or ☒ both the buyer and seller. (dual agent)

Seller's Agent Helen Troy License Number 000002_____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Virgil Realty License Number 000001_____
Is the broker of (check one): ☐ the buyer; or both ☒ the buyer and seller. (dual agent)

Buyer's Agent Helen Troy License Number 000002_____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)



One Brokerage Representing Buyer Only – there is no other brokerage or agent involved:

Westmoreland Realty represents Buyer Only and there is no other broker or agent involved.

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

Seller's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent _____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Westmoreland Realty License Number 000003 _____
Is the broker of (check one): ☒ the buyer; or both ☐ the buyer and seller. (dual agent)

Buyer's Agent Sargent York License Number 000004 _____
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)



Confirmation of Real Estate Agency Relationships (AC)



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CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS
(As required by the Civil Code)
(C.A.R. Form AC, Revised 12/18)

Subject Property Address _____

☐ This is an amendment to, and supersedes, the agency confirmation in the purchase agreement.

The following agency relationship(s) is/are hereby confirmed for this transaction:

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm _____ License Number _____
Is the broker of (check one) ☐ the seller/landlord; or ☐ both the buyer/tenant and seller/landlord. (dual agent)
Seller's Agent _____ License Number _____
Is (check one) ☐ the Seller's/Landlord's Agent. (salesperson or broker associate) ☐ both the Buyer's/Tenant's and Seller's/
Landlord's Agent (dual agent).

Buyer's Brokerage Firm _____ License Number _____
Is the broker of (check one) ☐ the buyer/tenant; or ☐ both the buyer/tenant and seller/landlord (dual agent).
Buyer's Agent _____ License Number _____
Is (check one) ☐ the Buyer's/Tenant's Agent. (salesperson or broker associate) ☐ both the Buyer's/Tenant's and Seller's/
Landlord's Agent (dual agent).



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Possible Representation of More Than One Buyer Or Seller – Disclosure And Consent (PRBS)



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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.



- Same language in RLA, paragraph 9C, and RLA-SR, and RLAN
- Same language in BRE, paragraph 2C, and BRNE, and BRNN

Trust Advisory (TA)



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TRUST ADVISORY
For Properties Being Sold by the Trustee of a Trust
(C.A.R. Form TA, Revised 12/18)

2. **SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

A. (i) Disclosure Statements: Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**

(ii) Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is a trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

- Sellers of residential property with 1-4 units must complete TDS
- Sellers who are fiduciaries of a trust are exempt (do not have to complete TDS)
- Sellers who are trustees of **Revocable** Trust AND either **Former Owner** or **Occupant in past year** **not exempt** (Must complete TDS).
Applies to original or successor trustees.
- If irrevocable trust, then exempt.
- Until 12/31/18 only sole trustees obligated. Co-trustees both exempt.



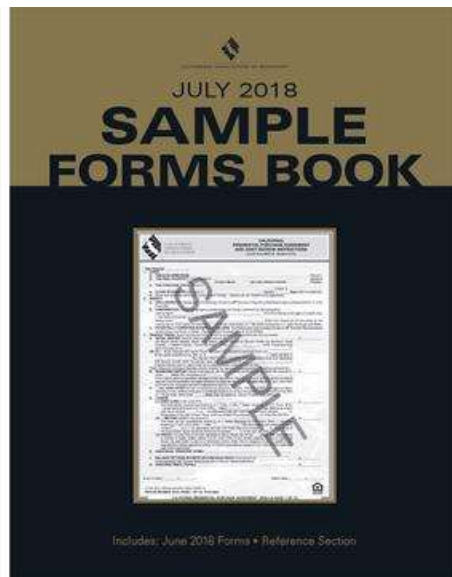
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on.car.org/sampleforms-legaltools



○ The Legal Hotline is here to help!

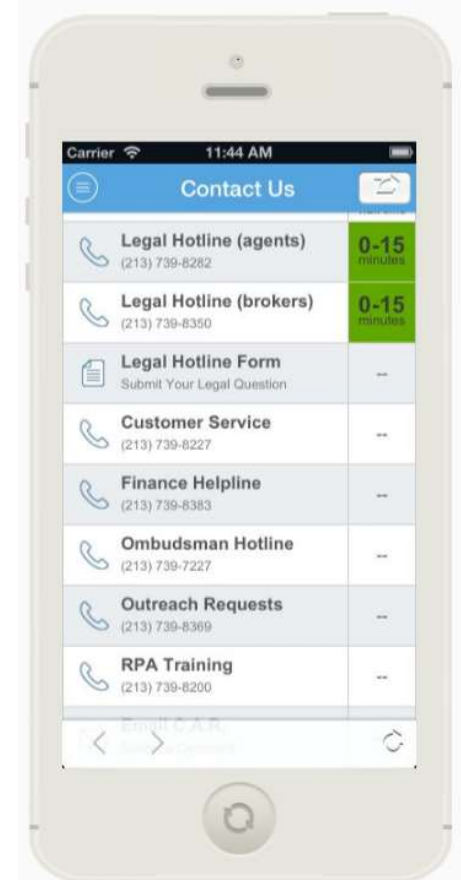
- You may not get the answer you want, but you will get the information you need (213) 739-8282.

○ Don't want to wait on hold?

There's an app
for that!



Legal Hotline App: go to your app store or
<http://www.car.org/marketing/digitaltools/hotlineapp/>



New Legal Tools for Members

► C.A.R. Legal Tools: <http://www.car.org/riskmanagement/tools/>

Infographics and short videos that members may share with clients. Presentation materials for broker/office-manager meetings.

- November 2018: Missed Contract-Related Time Periods
- December 2018: Negotiations After Inspections

► Facebook Live: Legal Tools Talk (5-minute talks on various subjects)


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Announcements

- Legal Live Webinar
<https://www.car.org/riskmanagement/live>
- Upcoming monthly Legal Live webinars:
 - December 20, 2018: 3:00-4:00 pm, Topic: **Electronic Legal Open Forum; Referral Fees**
- ► **NEW!!** Tuesday Tips on Twitter  Topic this week: Disclosing Completed Repairs

(<https://twitter.com/CARealegal>)
- ► **NEW!!** Wednesday Words to the Wise Topic this week: BRE: Buyer Representation Agreement

Legal Instagram  Account (car_legal)





- For legal questions, C.A.R. members may call our Legal Hotline at (213) 739-8282 or write to “Contact Us” at www.car.org.
- If you have any suggestions or comments about this webinar, email neilk@car.org.