

# December 2022 Forms Release

## Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release the week of December 19, 2022. 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-2022-Forms-Release>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised	OK to use prior revision
RPA	Residential Purchase Agreement and Joint Escrow Instructions	6/22	<p>Paragraph 3E(1) and (2) changed language so that there is no default for points. Minor reformatting.</p> <p>Paragraph 3G(3): New optional paragraph for buyer to use to ask for seller to pay for buyer's broker.</p> <p>Paragraph 3M(3): Refers to units occupied by persons other than seller. Last column contains advisory to seller to add TOPA in a counter offer if tenant or other occupant and buyer did not check box to add the form.</p> <p>Paragraph 7A: New language provides that Buyer occupied unit to be vacant at time of possession. Buyer to identify which unit if more than one.</p> <p>Paragraph 9B(2): Window coverings include hardware and rods.</p> <p>Paragraph 11M: New paragraph requires seller to give buyer known information about any solar system. New form SOLAR may be used.</p> <p>Paragraph 12B(3): Paragraph making review of seller documents part of buyer investigation removed. Review of seller documents is its own contingency in 8D.</p> <p>Paragraph 23: Added language requiring parties to notify escrow of an assignment. Added language that a nominee will be treated the same as an assignee.</p> <p>Agent Signature lines in Real Estate Broker Section: Includes address, email and phone for each brokerage. Allows each broker to identify as a designated electronic delivery address the email or phone identified above or an alternate by checking the appropriate box.</p>	Yes
BRBC	Buyer Representation and Broker Compensation Agreement	N/A	<p>This form replaces the Exclusive Buyer Representation Agreement (BRE), the Non-Exclusive Buyer Representation Agreement (BRNE), and the Non-Exclusive, Not-for-Compensation Buyer Representation Agreement (BRNN). The new form does NOT have a not for compensation option.</p> <p>Paragraph 1: Unlike the listing agreement which ends on a date certain, the buyer representation period lasts for the number of days specified.</p> <p>Paragraph 4B(1): The form defaults to non-exclusive representation, meaning that the broker is only entitled to be paid if the buyer purchases a property for which there was "Broker Involvement."</p> <p>Paragraph 4B(2): This optional paragraph creates an exclusive representation, meaning that the broker is entitled to be paid if the buyer purchases a property during the representation period, with or without the broker's help.</p> <p>Paragraph 4C: This paragraph allows either buyer or seller to cancel the agreement.</p>	New

			<p>Paragraph 4D(1): This paragraph retains the language from the previous buyer representation contracts that credits against the buyer's compensation obligation any payment that the buyer's broker receives from the seller's broker or seller.</p> <p>Paragraph 4D(3): This paragraph authorizes the broker to include a term in the offer asking the seller to pay the buyer's broker (see RPA paragraph 3G(3)).</p> <p>Paragraph 4F: This paragraph obligates the buyer's broker to disclose to the buyer the compensation the broker expects to obtain from others on any particular property, and to also disclose to the buyer the final compensation the broker actually receives.</p>	
ABCD	Anticipated Broker Compensation Disclosure	N/A	This is a three-part form. Part 1 advises the buyer that seller's payment of compensation, direct to a buyer's broker or indirectly through the seller's broker may impact the price the seller will accept, and that the buyer's broker will disclose on a property-by-property basis the compensation promised broker through the MLS or elsewhere. Part 3 is where the buyer's broker discloses the final compensation received. .	New
BTA	Buyer Transactional Advisory	N/A	This form is bundled with the BRBC and gives a buyer more information about an agent's responsibilities, and those things a buyer needs to take care of.	New
COBR	Cancellation of Buyer Representation	N/A	This is a 2-part form. Part 1 is where the buyer or broker gives notice of cancellation to the other. A signature is required in Part 1 below paragraph 2. Paragraph 3 of the form identifies the compensation that would be due the buyer's broker. A reverts back to the BRBC form and applies to any applicable property purchased or only those for which there was broker involvement, which can be identified in 3A(2). Other compensation options include, just expenses incurred (3B), broker receiving a referral fee (3C), broker getting paid from the seller (3D), or no compensation at all (3E).	New
NBIP	Notice of Broker Identified Properties	N/A	This form would be used at the termination of the buyer representation period if a protection period was provided, or within 5 days after either buyer or broker cancels the BRBC.	New
SPBB	Seller Payment for Buyer's Broker	N/A	If 3G(3) in the RPA is checked, this form will be used to identify the amount of compensation the buyer is asking the seller to pay the buyer's broker. The buyer's broker will not receive double payment. .	New
LL	Lease Listing Agreement	6/21	The word "Owner" has been replaced throughout by the phrase "Rental Property Owner" (paragraph 1). The owner disclosure paragraph has been replaced by the RPO's agreement to complete a Rental Property Owner Disclosure (new C.A.R. form RPOD). Optional paragraph added to provide broker compensation if the tenant acquires the property during the term of the tenancy (paragraph 3E). Paragraph 4A makes explicit whether tenant's initial payments are to go to the RPO or broker. An indemnity paragraph was added to be consistent with the Property Management Agreement. Entity signatures allowed directly on form.	No
PMA	Property Management Agreement	6/17	The word "Owner" has been replaced throughout by the phrase "Rental Property Owner" (paragraph 1). Allows termination by either party for cause at any time (paragraph 1B(2)). The owner disclosure paragraph has been replaced by the RPO's agreement to complete a Rental Property Owner Disclosure (new C.A.R. form RPOD) (paragraph 4B). Certain ongoing payments such	No

			as property taxes, mortgage payment, HOA dues, property insurance and utilities to be paid by RPO unless broker box checked (paragraph 3G Expanded indemnification clause but excluding property manager willful misconduct or gross negligence (paragraph 4C). If RPO fails to obtain liability insurance, Property manager may do so and charge RPO (paragraph 4F). Optional compensation clauses include pre-litigation fee, onboarding fee, cancellation fee, and file closing fee (paragraph 7). Each party to pay their own attorney fees (paragraph 11). Optional right of property manager to modify PMA on 30-day's notice, with RPO right to object and cancel without cancellation fee (paragraph 14).	
RPOD	Rental Property Owner Disclosure	N/A	This new form is formatted like an SPQ for a Rental Property Owner. The RPOD asks about the owner's knowledge for 8 statutory disclosures (such as pest control and lead-based paint and death on the property) (paragraph 4) and 19 non-statutory disclosures (such as pets, parking, permits, and bed bugs) (paragraph 5). It is for purposes of advising a property manager or lease listing agent of the property condition. It is not intended for delivery to a tenant.	New
RLMM	Residential Lease or Month to Month Rental Agreement	Previously form LR revision 12/21	Defines Rental Property Owner, Authorized Broker or Agent, or Property Manager collectively as "Housing Provider" because it is possible for any of them to sign the agreement and trying to get away from the use of word "landlord" which has a negative connotation. Added language about the limits on accepting multiple rental payments in advance (paragraph 5). Added a warning to tenant to remove photos and other valuable that tenant would not want to be seen in photos or videos of the premises posted online for marketing purposes (paragraph 20A).	No
MIMO	Move In/Move Out Inspection	11/07	This document will be bifurcated into two forms, one for move-in and another for move-out. Each item listed presumed to be satisfactory, but can be designated as new or other, in which case an explanation may be provided, or not applicable. Each fillable field will be a text overflow field and allow for the attachment of photos.	No
PMOI	Pre-Moveout Inspection Statement	4/03	Being reformatted to be consistent with new MIMO approach. PMOI also including language to allow for return of security deposit and statement regarding use of security deposit to be made electronically.	No
NRI	Notice of Right to Inspection Prior to Termination of Tenancy	11/12	Including language to allow for return of security deposit and statement regarding use of security deposit to be made electronically.	No
LRA	Application to Lease or Rent/ Screening Fee	12/19	Added the word "Lease" so form applies both to lease and rental applications. Defines Rental Property Owner, Authorized Broker or Agent, or Property Manager collectively as "Housing Provider." Screening fee section II includes information about the property address, rental amount and proposed move-in date for the premises being sought that was previously in the tenant information section I. Screening fee includes an updated maximum screening fee amount (\$52.46) from 2020 from a DRE publication. General reformatting of the form.	No
NCOA	Non-Contingent Offer Advisory	N/A	Like the existing Market Conditions Advisory, this new form notifies a buyer of the risks associated with making an offer without any contingencies, and specifically describes the contractual value of a loan contingency	New

			(paragraph 2A), an appraisal contingency (paragraph 2B), and an investigation contingency (paragraph 2C).	
SOLAR	Solar Advisory and Questionnaire	N/A	This new form has two parts. Paragraphs 1-5 are advisory and describe the most common types of solar panel and system ownerships and leases (paragraph 1), how payments generally work (paragraph 2), what gets transferred with the sale of real estate (paragraph 4), and the importance of reviewing all documents and inspecting the system (paragraph 5). The second part consists of about 20 questions that a seller should answer to the extent seller is actually aware of the issues.	New
BCO	Buyer Counter Offer	12/21	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	No
CC	Cancellation of Contract, Disposition of Deposit and Cancellation of Escrow	6/22	Language was added to paragraph 1B, Proposed Mutual Cancellation, setting a time for the recipient party to respond. If there is no timely response, the proposal expires.	No
CCPA	California Consumer Privacy Act Advisory, Disclosure and Notice	12/21	The language of the existing CCPA was shortened and revised. An additional URL was added to allow research of any enacted regulations.	No
ETA	Extension of Time Amendment	4/06	This form was changed from an addendum to amendment by adding paragraph 5 which establishes a time for the recipient party to respond. If there is no timely response, the proposal to extend time expires.	No
MH-PA	Manufactured or Mobile Home Purchase Addendum	12/21	Language was added incorporating the terms of existing form Manufactured Home Advisory, Addendum and Release, form MHA, informing the parties and making contractual requirements for the condition of the mobile/manufactured home if it is to be occupied.	No
MHTDS	Manufactured Home and Mobilehome Transfer Disclosure Statement	11/10	The existing form was reformatted, and itemized features modified.	No
RLAS	Residential Lease after Sale	6/22	Language was added, consistent with the revised Residential Lease or Month to Month Rental, to paragraph 5A advising of the maximum security deposit that can be charged. This paragraph is especially important if the seller is staying in possession without any charge. Language was added to the condition of property paragraph for the seller/tenant to acknowledge the condition is as is disclosed in the purchase agreement (paragraph 10A). The smoking paragraph (14A) was modified so the seller/tenant is not responsible for smoking damage that already existed at the time lease commenced.	No
SCO	Seller Counter Offer	12/21	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	No
SMCO	Seller Multiple Counter Offer	6/22	Language was added to 1B that seller credits in the offer remain unchanged even if purchase price changes. New paragraph 1C clarifies that the difference between the offered price and the appraisal contingency amount will remain the same even if the purchase price changes.	No

\* These forms will **only be available either via zipForm®Plus or from the following Associations:** Beverly Hills/Greater Los Angeles AOR, Newport Beach AOR, North San Diego County AOR and Sacramento AOR.

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 <https://www.car.org/zipform/standard-forms/user-protection-agreement> for full text of the User Protection Agreement.