

June 2021 Forms Release

Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of June 21, 2021**. For further information, please refer to the C.A.R. web page at: <https://www.car.org/zipform/standard-forms/summary-forms-releases-chart/June-2021-Forms-Release>. Please note that this list is subject to change.

Form Code	Form Name	New or Last Revised	Brief description of form or how the form was revised	OK to use prior revision
CFPB**	CFPB Disclosure of Potential Eviction Protections	New (May Release)	Federal agency requires debt collectors (including agents and lawyers for property owners commencing eviction for non-payment of rent) to notify tenants of CDC eviction moratorium.	NEW
FHDS**	Fire Hardening and Defensible Space Advisory, Disclosure and Addendum	New (May Release)	<p>Modifies existing Home fire hardening form to also address defensible space compliance requirements. Paragraph 1A identifies the three types of disclosures addressed in the form. Paragraph 1B instructs the seller to review a NHD report to determine if property is in a high or very high fire zone. Paragraph 1C says the form can be used as a voluntary disclosure. Paragraph 2A defaults to property being in a high or very high zone because it is better to disclose when not required than to not disclose when required.</p> <p>Paragraph 3A is the mandatory disclosure about the importance of home hardening. 3B lists hardening vulnerabilities that the seller only has to disclose if the seller has actual knowledge of the weaknesses.</p> <p>Paragraph 4 is new. Defensible space laws require brush to be removed, trees to be trimmed and other actions taken in a 30-foot and 100-foot radius around a property to minimize the risk of a home catching fire. Either buyer or seller will have to provide documentation of compliance. 4 choices exist depending on whether there is a local ordinance or not and whether a buyer is permitted to prove compliance, or the seller must do so.</p> <p>Paragraph 5 is from the existing form and requires disclosure if reports were already obtained by the seller.</p>	NEW
TOL	Transfer of Listing Agreement	New	<p>This new form is created to help brokers in the situation where an agent leaves one brokerage company for another and continues to work on a listing or escrow. Failure to document the transfer to the new broker can be a DRE violation and presents problems for E&O coverage.</p> <p>Paragraph 1 acknowledges the transfer from original broker to a new broker. Paragraph 2 addresses whether the original broker will be paid for allowing the transfer of the listing. Payment can come from the seller or new broker. Paragraph 3 acknowledges and termination of the agency relationship with the original broker. Paragraph 5 directs the parties to comply with MLS requirements. Paragraph 7 defaults to the situation where the agent leaves the original broker for the new broker, but other less common situations are possible. The agent is not a party to the agreement, as listing belong to a broker and not the agent, but the agent acknowledges the agent's responsibility for files. The three necessary signatures are for the principal, usually seller, and the original and new broker. Agent</p>	NEW

			can sign but the agreement is valid without the agent's signature.	
AGAD	Agricultural Addendum	6/16	This form is used when improved property is located on agricultural land, like a ranch or farm. Paragraph 2M was added to address hemp and cannabis cultivation.	N
CBC	Cooperating Broker Compensation Agreement and Escrow Instruction	4/09	Paragraphs 4 and 5 were moved out of paragraph 3 so they are more easily noticeable. The form already required a broker or office manager signature from the seller's side broker if compensation in 3B was increased beyond that promised in the MLS. New language was added to paragraph 8 to require management approval from the buyer's side broker if the offered compensation is being reduced. If so, the added box at the bottom of page 2 needs to be signed.	N
ESD	Exempt Seller Disclosure	12/16	The reference to the form being used, and disclosures being made, by a landlord and not just a seller have been removed. Paragraph 2B was modified to reflect that the changing of non-compliant plumbing fixtures applies to multi-family as well as single family properties. Last two paragraphs reversed so the last item to be completed is any other material facts.	N
LL	Lease Listing Agreement (Exclusive Authorization to Lease or Rent)	6/18	Paragraph 3F is more explicit that cooperating compensation is based upon the entire commission amount rather than as a percentage of the lease listing broker's compensation. For example, 2.5% of the total compensation rather than ½ of the listing leasing broker's compensation. Paragraphs 10M, N and O were added. Paragraph 14F is added to limit the broker's duties once the purpose of the lease listing is satisfied and a lease is entered into between landlord and tenant. Other options are present for those agents who perform limited services after the signing of the contract. Most importantly, the lease listing client is informed that the broker is not being hired to perform property management services.	N
PIA	Property Images Agreement	12/17	Paragraph 7 was added to address the increasingly more common situation where drones and ariel photography are used not just static ground-level photos or videos.	N
RFA	Referral Fee Agreement	10/98	The trigger for a referring broker to earn a right to a commission is specified to come into effect upon the entering into a contract, not the close of escrow.	N
RLA	Residential Listing Agreement – Exclusive	6/20	Paragraph 7C added language which recognizes that there is no statewide policy on how to handle Days on Market, so the best approach is to have a discussion between broker and seller. Paragraph 10C was added to contractually address buyer letters. C1 discloses the FHDA form as a resource and the purpose of a buyer letter. C1 also mentions the potential for a buyer letter to be used in the wrong way, intentionally or not. Seller is advised that broker will not review the letter so the broker does not have to make the legal judgment of whether the letter contains information that might violate fair housing laws. C2 is an instruction by the seller not to present buyer letters and to add such an instruction into the MLS. C2B allows a seller to accept such letters. Note that it is possible, difficult but still possible, to have a letter that does not violate fair housing laws or for a seller to use such a letter for proper purposes. However, because of the difficulty, if the seller chooses to accept such	N

			<p>letters, seller is advised to seek legal counsel. As stated in C1, broker will not read the letter or evaluate their contents.</p> <p>Language is added to 10E to identify additional reports that a seller might want to order at time of listing. One of those is the NHD report. Previously, such reports were only provided to buyers but sellers may need to review those reports so the seller can determine if a disclosure is required for fire hardening or defensible space.</p>	
RLAN	Residential Listing Agreement - Open	12/19	Same changes that were reflected in the RLA.	N
RLASR	Residential Listing Agreement - Seller Reserved	6/20	Same changes that were reflected in the RLA.	N
SBSA	Statewide Buyer and Seller Advisory	6/18	<p>Format change includes a listing of the 7 broad categories in which all of the many paragraphs belong. Added is an alphabetical index of each and every paragraph and the page where the paragraph will be found.</p> <p>Paragraph A14 on page 5 is added to provide explanation and resources for disclosures in the revised form Fire Hardening and Defensible Space Advisory, Disclosure and Addendum. Paragraph C6 on page 9 is added to address wildlife. Paragraph C7 is added to address concerns over sea level rise and issues concerning coastal property.</p>	N
SPRP	Seller's Purchase of Replacement Property	12/17	The change to this form recognizes that a seller may satisfy the condition of the replacement property contingency if the seller identifies a new place to move to which can be a new purchase or a rental or something else, like moving in with a parent or child.	N

* 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.

** These forms released early in May 2021 due to statutory requirements.

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.