



RESIDENTIAL



Purchase  
Agreement



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(C.A.R. FORM RPA, Revised 7/24)

Date Prepared: September 19, 2024

1. OFFER:

A. THIS IS AN OFFER FROM Best Buyer Ever ("Buyer"), situated in 1234 Main Street, Roseville (City), Placer (County), California, 95661 (Zip Code), Assessor's Parcel No(s), 000-000-0000 ("Property").  
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

B. THE PROPERTY to be acquired is 1234 Main Street, Roseville (City), Placer (County), California, 95661 (Zip Code), Assessor's Parcel No(s), 000-000-0000 ("Property").

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

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

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

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

Seller's Brokerage Firm The Other Broker License Number 00000001

Is the broker of (check one):  the Seller; or  both the Buyer and Seller (Dual Agent).

Seller's Agent The Other Agent License Number 00000002

Is (check one):  the Seller's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm Century 21 Select Real Estate License Number 01011224

Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).

Buyer's Agent Mike Southwick License Number 01019265

Is (check one):  the Buyer's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).

C.  More than one Brokerage represents  Seller,  Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. 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).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>500,000.00</u>	<input type="checkbox"/> All Cash
B		Close Of Escrow (COE) <u>OR on <input checked="" type="checkbox"/> 30 Days after Acceptance</u> (date)	
C	33A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or <u>September 20, 2024</u> (date), at 5PM or <u>8</u> <u>AM/</u> <input checked="" type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>5,000.00</u> ( <u>1.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u>      </u> ) business days after Acceptance by wire transfer <input type="checkbox"/> OR <u>      </u> (date)
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use Form DID at time increased deposit is made.) \$ <u>      </u> ( <u>      </u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies <input type="checkbox"/> OR <u>      </u> (date) <input type="checkbox"/> OR <u>      </u>
E(1)	5C(1)	Loan Amount(s): <u>First</u> Interest Rate <u>96.50</u> % of purchase price Points <u>      </u> If FHA or VA checked, Deliver list of lender required repairs 17 (or <u>      </u> ) Days after Acceptance	Conventional or, if checked, <input checked="" type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other:
E(2)	5C(2)	Additional Financed Amount Interest Rate \$ <u>      </u> ( <u>      </u> % of purchase price) Points <u>      </u> Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u>      </u> % • Buyer to pay up to <u>      </u> points to obtain the rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other:
E(3)	7A	Occupancy Type Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D	Balance of Down Payment \$ <u>12,500.00</u>	
		PURCHASE PRICE TOTAL \$ <u>500,000.00</u>	



The Date Prepared is not the date of acceptance – it is simply the date you wrote the offer



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 7/24)

Date Prepared: September 19, 2024

### 1. OFFER:

A. THIS IS AN OFFER FROM Best Buyer Ever ("Buyer").  
B. THE PROPERTY to be acquired is 1234 Main Street, situated  
in Roseville (City), Placer (County), California, 95661 (Zip Code),  
Assessor's Parcel No(s). 000-000-0000 ("Property").

(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.  
D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

### 2. AGENCY:

A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.  
B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.

**Seller's Brokerage Firm** The Other Broker License Number 00000001

Is the broker of (check one):  the Seller; or  both the Buyer and Seller (Dual Agent).

**Seller's Agent** The Other Agent License Number 00000002

Is (check one):  the Seller's Agent. (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).

**Buyer's Brokerage Firm** Century 21 Select Real Estate License Number 01011224

Is the broker of (check one):  the Buyer; or  both the Buyer and Seller (Dual Agent).

**Buyer's Agent** Mike Southwick License Number 01019265

Is (check one):  the Buyer's Agent (Salesperson or broker associate); or  both the Buyer's and Seller's Agent (Dual Agent).

C.  More than one Brokerage represents  Seller,  Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).  
D. **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)

Using MLS Connect in Zip Forms will prefill most of this for you – it's a time saver

# Cash Purchase

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	<b>Purchase Price</b> \$ <b>500,000.00</b>	<input checked="" type="checkbox"/> All Cash
B		Close Of Escrow (COE) <b>10</b> Days after Acceptance OR on <input type="text"/> (date)	
C	33A	<b>Expiration of Offer</b> 3 calendar days after all Buyer Signature(s) or <b>September 20, 2024</b> (date), at 5PM or <b>8</b> AM/ <input checked="" type="checkbox"/> PM	
D(1)	5A(1)	<b>Initial Deposit Amount</b> \$ <b>15,000.00</b> ( <b>3.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <input type="text"/> ) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> <b>Increased Deposit</b> (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	5C(1)	<b>Loan Amount(s):</b> <input checked="" type="checkbox"/> First Interest Rate  <b>Points:</b> <input checked="" type="checkbox"/>  If FHA or VA checked, Deliver list of lender required repairs	\$ <input type="text"/> ( <input type="text"/> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <input type="text"/> % • Buyer to pay up to <input type="text"/> points to obtain the rate above  17 (or <input type="text"/> ) Days after Acceptance  Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <input type="text"/>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ <input type="text"/> ( <input type="text"/> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <input type="text"/> % • Buyer to pay up to <input type="text"/> points to obtain the rate above  Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <input type="text"/>
E(3)	7A	<b>Occupancy Type</b>	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment
F	5D	<b>Balance of Down Payment</b> \$ <b>485,000.00</b>	
		<b>PURCHASE PRICE TOTAL</b> \$ <b>500,000.00</b>	

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Buyer's Initials  /

Seller's Initials  /



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Century 21 Select Real Estate, Inc. - Roseville, 1099 East Roseville Pkwy, Roseville CA 95661  
Mike Southwick

Phone: (530) 363-8002 Fax: (530) 344-4131 Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

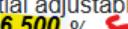
Financed Purchase

20% Down

Conventional

Fixed Rate

3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #		Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	<b>Purchase Price</b>	\$ <b>500,000.00</b>	<input type="checkbox"/> All Cash 
B		<b>Close Of Escrow (COE)</b>	<input checked="" type="checkbox"/> <b>30</b> Days after Acceptance OR on <input type="text"/> (date)	
C	33A	<b>Expiration of Offer</b> 	3 calendar days after all Buyer Signature(s) or <b>September 20, 2024</b> (date), at 5PM or <b>8</b> <input type="checkbox"/> AM/ <input checked="" type="checkbox"/> PM	
D(1)	5A(1)	<b>Initial Deposit Amount</b>	\$ <b>15,000.00</b> ( <b>3.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <input type="text"/> ) business days after Acceptance by wire transfer <input type="checkbox"/> OR <input type="text"/>
D(2)	5A(2)	<input type="checkbox"/> <b>Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)</b>	\$ <input type="text"/> ( <input type="text"/> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies <input type="checkbox"/> OR <input type="text"/> (date) <input type="checkbox"/> OR <input type="text"/>
E(1)	5C(1)	Loan Amount(s): Interest Rate Points	\$ <b>400,000.00</b> ( <b>80.00</b> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <b>6.500</b> %  • Buyer to pay up to <b>0</b> points to obtain the rate above	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <input type="text"/>
If FHA or VA checked, Deliver list of lender required repairs				
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ <input type="text"/> ( <input type="text"/> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <input type="text"/> % • Buyer to pay up to <input type="text"/> points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <input type="text"/>
E(3)	7A	<b>Occupancy Type</b>	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D	<b>Balance of Down Payment</b>	\$ <b>85,000.00</b>	
<b>PURCHASE PRICE TOTAL</b> \$ <b>500,000.00</b>				

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Buyer's Initials  /

Seller's Initials  /



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (530) 563-8062

Fax: (530) 544-4131

Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

## Financed Purchase

3.5% Down

# FHA Government Financing

## Fixed Rate

**3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Paragraph #		Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>500,000.00</u>	<input type="checkbox"/> All Cash <span style="color: red;">X</span>
B		Close Of Escrow (COE)	<input checked="" type="checkbox"/> <u>30</u> Days after Acceptance OR on <input type="checkbox"/> (date)	
C	33A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>September 20, 2024</u> (date), at 5PM or <u>8</u> <input type="checkbox"/> AM/ <input checked="" type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>5,000.00</u> ( <u>1.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ ( <u>  </u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ <u>482,500.00</u> ( <u>96.50</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate <ul style="list-style-type: none"> <li>not to exceed <u>6.500</u> %</li> <li>Buyer to pay up to <u>0</u> points to obtain the rate above</li> </ul>	Conventional or, if checked, <input checked="" type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing Other: _____
		If FHA or VA checked, Deliver list of lender required repairs		17 (or _____) Days after Acceptance
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ ( <u>  </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate <ul style="list-style-type: none"> <li>not to exceed _____ %</li> <li>Buyer to pay up to _____ points to obtain rate above</li> </ul>	Conventional or, if checked, <input type="checkbox"/> Seller Financing Other: _____
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment	
F	5D	Balance of Down Payment	\$ <u>12,500.00</u>	
PURCHASE PRICE TOTAL			\$ <u>500,000.00</u>	

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Buyer's Initials /

Seller's Initials /



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (330) 303-3000

2 Fax: (312) 443-1811

### Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit specified in paragraph 3D(2) is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **FHA/VA:** If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.



## FHA/VA Amendatory Clause

(C.A.R. Form FVAC, Revised 12/21)

This is an addendum to the Purchase Agreement, OR  Other \_\_\_\_\_

dated 09/19/2024, on property known as 1234 Main Street, Roseville, CA 95661 ("Agreement"),  
between Best Buyer Ever ("Property"),  
and Best Seller Ever ("Buyer"),  
("Seller").

Buyer and Seller are referred to as the "Parties"

1. "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ 500,000.00. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or Department of Veterans Affairs will guaranty. Neither HUD or VA warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

If after signing this Amendatory Clause, the purchase price increases, Buyer and Seller agree to sign, before Close Of Escrow, a new amendatory clause that reflects the final purchase price agreed to by Buyer and Seller.

For FHA transactions, the Amendatory Clause is not required on HUD REO sales, sales where the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs, Rural Housing Services, other Federal, State and local government agencies, mortgagees disposing of REO assets, or sellers at foreclosure sales and those sales where the borrower will not be an owner-occupant (e.g., sales to nonprofit agencies).

2. CERTIFICATION: The undersigned Buyer, Seller, and real estate agent(s) or broker(s) hereby certify that the terms and conditions of the sales contract referenced above are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code § 1001 et seq.

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code § 1001 et seq.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Amendatory Clause.

Buyer Best Buyer Ever Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Best Seller Ever Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Real Estate Broker Century 21 Select Real Estate DRE Lic. # 01011224

By Mike Southwick DRE Lic. # 01019265 Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (530)363-8662 Fax (530)344-4131 Email \_\_\_\_\_

Seller's Real Estate Broker The Other Broker DRE Lic. # 00000001

By The Other Agent DRE Lic. # 00000002 Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020

FVAC REVISED 12/21 (PAGE 1 OF 1)

FHA/VA Amendatory Clause (FVAC PAGE 1 OF 1)  
Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Plwy, Roseville CA 95661 Phone: (530) 363-8662 Fax: (530) 344-4131  
Mike Southwick Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com Buyer Test



Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1) 5E	Seller Credit, if any, to Buyer	<input checked="" type="checkbox"/> \$ <b>5,000.00</b> ( <b>1.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other:
<b>G(2) ADDITIONAL FINANCE TERMS: <u>None</u></b>			
G(3) 18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).		
H(1) 5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2) 6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3) 6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval Fully underwritten preapproval
<b>I Intentionally Left Blank</b>			
J 16	Final Verification of Condition	5 (or _____) Days prior to COE	
K 23	Assignment Request	17 (or _____) Days after Acceptance	
<b>L CONTINGENCIES</b>		<b>TIME TO REMOVE CONTINGENCIES</b>	<b>CONTINGENCY REMOVED</b>
L(1) 8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2) 8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3) 8C, 12	Investigation of Property	17 (or _____) Days after Acceptance	
<b>Informational Access to Property</b> Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.			
L(4) 8D	Insurance	17 (or _____) Days after Acceptance	
L(5) 8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6) 8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7) 8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8) 8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9) 8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
<b>M Possession</b>		<b>Time for Performance</b>	<b>Additional Terms</b>
M(1)	Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2) 7D	Seller Occupied or Vacant units	COE date or, if checked below, _____ days after COE (29 or fewer days) _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3) 4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
<b>N Documents/Fees/Compliance</b>		<b>Time for Performance</b>	
N(1) 14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2) 19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3) 11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4) 10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5) 32	Evidence of representative authority	3 Days after Acceptance	
<b>O Intentionally Left Blank</b>			

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	<b>Seller Credit, if any, to Buyer</b> <input checked="" type="checkbox"/> \$ <b>5,000.00</b> ( <b>1.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs <input checked="" type="checkbox"/> OR <input type="checkbox"/> Other:
G(2)	<b>ADDITIONAL FINANCE TERMS:</b> <u><b>None</b></u>		
G(3)	18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).	
H(1)	5B	<b>Verification of All Cash</b> (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(2)	6A	<b>Verification of Down Payment and Closing Costs</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(3)	6B	<b>Verification of Loan Application</b>	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
			<input type="checkbox"/> Prequalification <input checked="" type="checkbox"/> Preapproval Fully underwritten preapproval

**5E** **E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

**5B** **B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is **NOT** contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

**6. ADDITIONAL FINANCING TERMS:**

**A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

**Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement** (C.A.R. Form SPBB attached).

**18. BROKERS AND AGENTS:**

A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

## Notes:

1. When you call to ask the listing agent if the seller is offering Buyer Broker Compensation, and they say yes – its 2%
2. Should you just automatically write 2% in paragraph 1A?
3. I would suggest you write in paragraph 1A – whatever the buyer has agreed to pay you in your Buyer Representation Agreement



## SELLER PAYMENT TO BUYER'S BROKER

(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR  Other , dated **09/19/2024** , ("Agreement")

on property known as **1234 Main Street, Roseville, CA 95661** ("Property")  
in which **Best Buyer Ever** is referred to as "Buyer",  
and **Best Seller Ever** is referred to as "Seller".  
and **Mike Southwick** is referred to as "Buyer's Broker"  
and **The Other Agent** is referred to as "Seller's 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 Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment for Buyer's Broker.

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_



Select Real Estate

## Buyer Representation Agreement

Buyer  has OR  has not, entered into a Buyer Representation Agreement with another Broker.

BBE

Buyer Initials

Buyer Initials

**Agency Relationships:** Disclosure: Buyer acknowledges receipt of the attached "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

**Right to Represent:**

("Buyer") BEST Buyer EVER grants

("Agent") BEST AGENT EVER

("Broker") CENTURY 21 SELECT REAL ESTATE the exclusive right to assist the Buyer in the purchase of a property or properties.

Broker agrees to use Due Diligence and Best Efforts to assist Buyer in their property search and purchase. Buyer is aware and agrees that Broker may represent one or more parties that may be interested in similar or the same property as Buyer.

**Representation Period:** From 09/01/2024 to 11/30/2024 (Not to exceed 3 months).

**General Description and Location of Properties:**

Specific Address: 1234 MAIN STREET Roseville, Ca 95661

Cities and or Counties: \_\_\_\_\_

Property Type and General Description: \_\_\_\_\_

Excluded Properties: N/A

**Notice:** The amount or rate of real estate commission is not fixed by law. They are set by each Broker individually and are fully negotiable between Buyer and Broker.

**Buyer Agrees to Pay Broker:**

3 % or \$ 395 of the purchase price plus \$ 395 Transaction Coordination Fee. The Broker is entitled to the agreed upon compensation if the Buyer acquires any property (not excluded) during the representation period or any extension, thereof. Any compensation paid by seller shall be a credit against the amount owed by buyer to Broker. In no event will the compensation received by Broker from all sources exceed the amount specified above.

**The Buyer may choose how to pay the Broker's compensation as follows (check applicable boxes):**

In Escrow, by check or wire delivered to the escrow holder prior to the closing date of any property acquired under this agreement.

Buyer instructs Broker to request seller pay Buyer's Broker compensation in every offer.

**Cancellation Rights:**

Either party (Broker or Buyer) may cancel this Agreement with 7 days written notice to Buyer or Broker.

**Continued Right to Payment:**

If, within 90 days after the end of this agreement, the Buyer purchases any property that the Broker introduced to the Buyer during the term of this agreement, the Buyer agrees to pay the Broker the compensation specified above. Broker to supply a list of properties to buyer within 5 days of the date of termination of this agreement.

**Attorney Fees Clause:**

In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and cost. Buyer and Broker further agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided among the parties involved.

**Additional Terms:** N/A

Buyer	Date	Agent	Date
Buyer	Date	Agent	Date

Property Address: <u>1234 Main Street, Roseville, CA 95661</u> Date: <u>September 19, 2024</u>			
Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input checked="" type="checkbox"/> \$ <u>5,000.00</u> ( <u>1.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other:
G(2)	ADDITIONAL FINANCE TERMS: <u>None</u>		
G(3)	18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or <u>      </u> ) Days after Acceptance
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or <u>      </u> ) Days after Acceptance
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or <u>      </u> ) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
<b>Intentionally Left Blank</b>			
J	16	Final Verification of Condition	5 (or <u>      </u> ) Days prior to COE
K	23	Assignment Request	17 (or <u>      </u> ) Days after Acceptance
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or <u>      </u> ) Days after Acceptance
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ <u>      </u>	17 (or <u>      </u> ) Days after Acceptance
L(3)	8C, 12	Investigation of Property	17 (or <u>      </u> ) Days after Acceptance
Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.			
L(4)	8D	Insurance	17 (or <u>      </u> ) Days after Acceptance
L(5)	8E, 14A	Review of Seller Documents	17 (or <u>      </u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or <u>      </u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or <u>      </u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or <u>      </u> ) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M		Possession	Time for Performance
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached
N		Documents/Fees/Compliance	Time for Performance
N(1)	14A	Seller Delivery of Documents	7 (or <u>      </u> ) Days after Acceptance
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or <u>      </u> ) Days after Delivery
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or <u>      </u> ) Days after Acceptance
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or <u>      </u> ) Days after Acceptance
N(5)	32	Evidence of representative authority	3 Days after Acceptance
<b>Intentionally Left Blank</b>			



I	Intentionally Left Blank		
J	16	Final Verification of Condition	5 (or _____) Days prior to COE
K	23	Assignment Request	17 (or _____) Days after Acceptance

16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**B. CONDITION OF PROPERTY ON CLOSING:**

7B

Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

9C

**C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in **paragraph 3P(1)**, brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

# For Reference Purposes

Property Address: **1234 Main Street, Roseville, CA 95661**

Date: **September 19, 2024**

P Items Included and Excluded						
P(1)	9	<p><b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b></p> <table border="1"> <tr> <td> <input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s);  <input type="checkbox"/> Refrigerator(s);  <input type="checkbox"/> Wine Refrigerator(s);  <input type="checkbox"/> Washer(s);  <input type="checkbox"/> Dryer(s);  <input type="checkbox"/> Dishwasher(s);  <input type="checkbox"/> Microwave(s);                 </td><td> <input type="checkbox"/> Video doorbell(s);  <input type="checkbox"/> Security camera equipment;  <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment;  <input type="checkbox"/> Smart home control devices;  <input type="checkbox"/> Wall mounted brackets for video or audio equipment;  <input type="checkbox"/> _____  <input type="checkbox"/> _____                 </td><td> <input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s);  <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below;  <input type="checkbox"/> Electric car charging systems and stations;  <input type="checkbox"/> Potted trees/shrubs;  <input type="checkbox"/> _____  <input type="checkbox"/> _____                 </td></tr> </table> <p><b>Additional Items Included:</b></p> <table border="1"> <tr> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s);	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/>
<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s);	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____				
<input type="checkbox"/>						
P(2)		<p><b>Excluded Items:</b></p> <table border="1"> <tr> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>			
<input type="checkbox"/>						

I	Intentionally Left Blank		
J	16	Final Verification of Condition	5 (or _____) Days prior to COE
K	23	Assignment Request	17 (or _____) Days after Acceptance

23. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.

Property Address: <b>1234 Main Street, Roseville, CA 95661</b>				Date: <b>September 19, 2024</b>	
Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms		
G(1)	5E	Seller Credit, if any, to Buyer <input checked="" type="checkbox"/> \$ <b>5,000.00</b> ( <b>1.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other:		
G(2)	ADDITIONAL FINANCE TERMS: <b>None</b>				
G(3)	18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance		
I	Intentionally Left Blank				
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L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES		CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency	
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.	
L(3)	8C, 12	Investigation of Property	17 (or _____) Days after Acceptance	<p>REMoval OR Waiver OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.</p> <p><input type="checkbox"/> CR-B attached</p>	
		Informational Access to Property	17 (or _____) Days after Acceptance		
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.			
L(4)	8D	Insurance	17 (or _____) Days after Acceptance		
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later		
L(9)	8K	Sale of Buyer's Property	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M	Possession		Time for Performance	Additional Terms	
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	<p>C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.</p> <p>Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.</p>	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, _____ days after COE (29 or fewer days) _____ days after COE (30 or more days)		
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached		
N	Documents/Fees/Compliance		Time for Performance		
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance		
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery		
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance		
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance		
N(5)	32	Evidence of representative authority	3 Days after Acceptance		
O	Intentionally Left Blank				

L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.

## 8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

### A. LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR-B form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.

8B

**B. APPRAISAL:**

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR-B form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- (3) Fair Appraisal Act: See paragraph 29 for additional information.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8I</b> .
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		

8C

C. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.

## 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
  - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
    - (A) A general home inspection.
    - (B) An inspection for lead-based paint and other lead-based paint hazards.
    - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
    - (D) Any other specific inspections of the physical condition of the land and improvements.
  - (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8I</b> .
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> CR-B attached
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		

8D

D. **INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		REMOVAL OR WAIVER OF CONTINGENCY:
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		

8E

**E. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.

14A

**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

**A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b>	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	

#### F. TITLE:

8F

- (1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on **Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title**. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:  Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> <b>C.A.R. Form COP attached</b>		
				<input type="checkbox"/> <b>CR-B attached</b>

### 13. TITLE AND VESTING:

A. **Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(8).** If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. **The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title.** The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I.
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	<b>Sale of Buyer's Property</b>	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	

8G

G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11L ("CI Disclosures").

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b> Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8I</b> .
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		

#### L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).

11L (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(12)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8I</b> .
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b>	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	

**H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(8)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

8H

9B(6)

(6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>  <b>Informational Access to Property</b>	17 (or _____) Days after Acceptance  17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		<b>REMOVAL OR WAIVER OF CONTINGENCY:</b>
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> <b>CR-B attached</b>
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> <b>C.A.R. Form COP attached</b>		



## BUYER CONTINGENCY REMOVAL No. \_\_\_\_\_

(C.A.R. Form CR-B, Revised 6/24)

In accordance with the terms and conditions of the Purchase Agreement, OR  Request For Repair (C.A.R. Form RR),  Response And Reply To Request For Repair (C.A.R. Form RRRR),  Other \_\_\_\_\_

on property known as **1234 Main Street, Roseville, CA 95661** dated \_\_\_\_\_, ("Agreement"),  
between **Best Buyer Ever** ("Property"),  
and **Best Seller Ever** ("Buyer")  
("Seller").

Buyer and Seller are referred to as the "Parties."

1. **BUYER REMOVAL OF BUYER CONTINGENCIES:** With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, **if any**, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.
2. Buyer removes **ONLY the following individually checked Buyer contingencies:** (Paragraph numbers refer to C.A.R. Form RPA. Applicable paragraph numbers may be different for different forms.)

- A.  Loan (Paragraph 3L(1) and 8A)
- B.  Appraisal (Paragraph 3L(2) and 8B)
- C. Investigation of Property (Paragraph 3L(3), 8C, and 12)
  - (1)  Entire Buyer's Investigation Contingency (Paragraph 12)
  - OR (2)  Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph 12B(1))
  - OR (3)  All Buyer Investigations other than the physical attributes (Paragraph 12B(2) and (3))
  - OR (4)  Entire Buyer's Investigation Contingency, EXCEPT:  Other: \_\_\_\_\_

- D.  Insurance (paragraph 3L(4) and 8D)

- E. Review of Seller Documents:

- (1)  Review of All Seller Documents (Paragraph 3L(5), 8E, 9B(6), 10A, and 11)

- OR (2)  Review of All Seller Documents, EXCEPT:

- Government Reports (Paragraph 10A);
    - Statutory and other Disclosures (Paragraph 11);
    - Other: \_\_\_\_\_

- F.  Preliminary ("Title") Report (Paragraph 3L(6), 8F, and 13)

- G.  Common Interest (HOA or OA) Disclosures (Paragraph 3L(7), 8G and 11L)

- H.  Review of leased or liened items (Paragraph 3L(8), 8H, and 9B(6))

- I. Sale of Buyer's Property (Paragraph 3L(9) and 8K)
  - Entering into contract for Buyer's Property
  - Close of Escrow on Buyer's Property

- J.  Other: \_\_\_\_\_

3.  **ALL** Buyer contingencies are removed, EXCEPT:

- Loan Contingency (Paragraph 3L(1) and 8A);
- Appraisal Contingency (Paragraph 3L(2) and 8B);
- Insurance (Paragraph 3L(4) and 8D);
- Contingency for the Close of Buyer's Property (Paragraph 3L(9) and 8K);
- Condominium/Planned Development (HOA) Disclosures (Paragraph 3L(7), 8G and 11L);
- Other: \_\_\_\_\_

---

4.  **BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.**

5. Once all contingencies are removed, whether or not Buyer has satisfied themselves regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: If this form is attached to a Request for Repairs (C.A.R. Form RR), Seller Response and Buyer Reply to Request for Repairs (C.A.R. Form RRRR), or another form or document such as an addendum (C.A.R. Form ADM) or Amendment to Existing Agreement (C.A.R. Form AEA) it is only valid if Buyer and Seller agree to the requests made on that form or document.

Buyer \_\_\_\_\_

*Best Buyer Ever*

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

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CR-B REVISED 6/24 (PAGE 1 OF 1)



### BUYER CONTINGENCY REMOVAL (CR PAGE 1 OF 1)

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (530) 363-3662 Fax: (530) 344-4131

Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	<b>Loan(s)</b>	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	<b>Appraisal:</b> Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	<b>Investigation of Property</b>	17 (or _____) Days after Acceptance	
		<b>Informational Access to Property</b>	17 (or _____) Days after Acceptance	REMPTION OR WAIVER OF CONTINGENCY:
		Buyer's right to access the Property for informational purposes is <b>NOT</b> a contingency, does <b>NOT</b> create cancellation rights, and applies even if contingencies are removed.		Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See <b>paragraph 8I</b> .
L(4)	8D	<b>Insurance</b>	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	<b>Review of Seller Documents</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	<b>Preliminary ("Title") Report</b>	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	<b>Common Interest Disclosures</b> Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	<b>Review of leased or liened items</b> (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	<input type="checkbox"/> CR-B attached
L(9)	8K	<b>Sale of Buyer's Property</b> Sale of Buyer's property is not a contingency, <b>UNLESS</b> checked here: <input type="checkbox"/> C.A.R. Form COP attached		



**CONTINGENCY FOR SALE OF BUYER'S PROPERTY**  
(C.A.R. Form COP, Revised 6/24)

This is an addendum to the Purchase Agreement, OR  Other \_\_\_\_\_

on property known as 1234 Main Street, Roseville, CA 95661 ("Agreement"), dated \_\_\_\_\_,  
between Best Buyer Ever ("Seller's Property"),  
and Best Seller Ever ("Buyer")  
Buyer's Property 5678 My House, Roseville, CA 95661 ("Seller").  
Buyer's Property ("Buyer's Property").

1. **BUYER'S PROPERTY CONTINGENCY:** The Agreement is contingent upon:
  - A. Buyer entering into a contract for the sale of, and closing escrow on, Buyer's Property (paragraphs 2 and 4).
  - OR B.  Only entering into a contract for the sale of Buyer's Property (paragraph 2).
  - OR C.  Only the close of escrow of Buyer's Property (paragraph 4), which is already in escrow with \_\_\_\_\_ (Escrow Company), Escrow # \_\_\_\_\_, and has a contractual close of escrow date of \_\_\_\_\_. A copy of the contract for sale of Buyer's Property and the contact information and escrow # for that sale (collectively, "Escrow Evidence") is attached to this COP form or  will be Delivered to Seller within 2 (or \_\_\_\_) Days after Acceptance.
2. **BUYER ENTERING INTO CONTRACT FOR SALE OF BUYER'S PROPERTY:** If 1A or 1B applies,
  - A. Buyer shall have 17 (or \_\_\_\_) Days after Acceptance to enter into a contract for the sale of Buyer's Property.
  - B. By the earlier of (i) the time specified in 2A or (ii) within 2 (or \_\_\_\_) Days after Buyer entering into contract for the sale of Buyer's Property, Buyer shall Deliver Escrow Evidence to Seller and Escrow Holder.
3. **LISTING AND MLS STATUS OF BUYER'S PROPERTY:** If 1A or 1B applies,
  - A. Buyer has signed a listing agreement for Buyer's Property with (OR  shall, within 3 (or \_\_\_\_) Days after Acceptance, sign a listing with) \_\_\_\_\_ (Real Estate Brokerage).
  - B. Buyer's Property is or will be submitted to the MLS in the geographical area where Buyer's Property is located OR  Buyer's Property will NOT be submitted to the MLS in the geographical area where Buyer's Property is located.
  - C. Buyer shall Deliver to Seller evidence of both the listing agreement and, if applicable, the MLS listing within 1 Day after Acceptance if Buyer's Property is already listed with a Real Estate Brokerage or if not already listed, within 1 Day after listing with a Real Estate Brokerage.
4. **CLOSE OF ESCROW OF BUYER'S PROPERTY:** If 1A or 1C applies, Buyer has until the following time to close escrow on the sale of Buyer's Property: (i) the scheduled close of escrow of Seller's Property or (ii) if checked,  no later than 5 (or \_\_\_\_) Days prior to the scheduled close of escrow of Seller's Property. Once Buyer's Property closes, Buyer can no longer use this contingency to cancel the Agreement.
5. **STATUS OF SALE OF BUYER'S PROPERTY:** If 1A or 1C applies,
  - A. Buyer agrees to keep Seller informed about the status of the transaction for the sale of Buyer's Property, including any changes, modifications, addenda or amendments to the terms of the accepted offer or delays to or removals of contingencies ("Updates").
  - B. Within 2 (or \_\_\_\_) Days after Seller's written request, but no earlier than the applicable time to remove contingencies in the contract for sale of Buyer's Property, Buyer shall Deliver to Seller evidence of the removal of those identified contingencies.
6. **CANCELLATION OF BUYER'S PROPERTY:** If Buyer's Property is in or enters escrow, and either party to that escrow gives the other a notice of cancellation of contract, Buyer, within 2 (or \_\_\_\_) Days thereafter, shall Deliver to Seller written notice of that cancellation.

Contingent on the Sale of  
Buyers Property

Buyers Property is  
Listed for Sale but  
Not in Escrow Yet

**Least Optimal for the  
Seller**



## CONTINGENCY FOR SALE OF BUYER'S PROPERTY

(C.A.R. Form COP, Revised 6/24)

This is an addendum to the Purchase Agreement, OR  Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property known as **1234 Main Street, Roseville, CA 95661** ("Seller's Property"), between **Best Buyer Ever** ("Buyer") and **Best Seller Ever** ("Seller"). Buyer's Property **5678 My House, Roseville, CA 95661** ("Buyer's Property").

1. **BUYER'S PROPERTY CONTINGENCY:** The Agreement is contingent upon:
  - A. Buyer entering into a contract for the sale of, and closing escrow on, Buyer's Property (**paragraphs 2 and 4**).
  - OR B.  Only entering into a contract for the sale of Buyer's Property (**paragraph 2**).
  - OR C.  Only the close of escrow of Buyer's Property (**paragraph 4**), which is already in escrow with **(Escrow Company)**, Escrow # **\_\_\_\_\_**, and has a contractual close of escrow date of **\_\_\_\_\_**. A copy of the contract for sale of Buyer's Property and the contact information and escrow # for that sale (collectively, "Escrow Evidence") is attached to this COP form or  will be Delivered to Seller within 2 (or **\_\_\_\_\_**) Days after Acceptance.
2. **BUYER ENTERING INTO CONTRACT FOR SALE OF BUYER'S PROPERTY:** If 1A or 1B applies,
  - A. Buyer shall have 17 (or **\_\_\_\_\_**) Days after Acceptance to enter into a contract for the sale of Buyer's Property.
  - B. By the earlier of (i) the time specified in 2A or (ii) within 2 (or **\_\_\_\_\_**) Days after Buyer entering into contract for the sale of Buyer's Property, Buyer shall Deliver Escrow Evidence to Seller and Escrow Holder.
3. **LISTING AND MLS STATUS OF BUYER'S PROPERTY:** If 1A or 1B applies,
  - A. Buyer has signed a listing agreement for Buyer's Property with (OR  shall, within 3 (or **\_\_\_\_\_**) Days after Acceptance, sign a listing with) **\_\_\_\_\_** (Real Estate Brokerage).
  - B. Buyer's Property is or will be submitted to the MLS in the geographical area where Buyer's Property is located OR  Buyer's Property will NOT be submitted to the MLS in the geographical area where Buyer's Property is located.
  - C. Buyer shall Deliver to Seller evidence of both the listing agreement and, if applicable, the MLS listing within 1 Day after Acceptance if Buyer's Property is already listed with a Real Estate Brokerage or if not already listed, within 1 Day after listing with a Real Estate Brokerage.
4. **CLOSE OF ESCROW OF BUYER'S PROPERTY:** If 1A or 1C applies, Buyer has until the following time to close escrow on the sale of Buyer's Property: (i) the scheduled close of escrow of Seller's Property or (ii) if checked,  no later than 5 (or **\_\_\_\_\_**) Days prior to the scheduled close of escrow of Seller's Property. Once Buyer's Property closes, Buyer can no longer use this contingency to cancel the Agreement.
5. **STATUS OF SALE OF BUYER'S PROPERTY:** If 1A or 1C applies,
  - A. Buyer agrees to keep Seller informed about the status of the transaction for the sale of Buyer's Property, including any changes, modifications, addenda or amendments to the terms of the accepted offer or delays to or removals of contingencies ("Updates").
  - B. Within 2 (or **\_\_\_\_\_**) Days after Seller's written request, but no earlier than the applicable time to remove contingencies in the contract for sale of Buyer's Property, Buyer shall Deliver to Seller evidence of the removal of those identified contingencies.
6. **CANCELLATION OF BUYER'S PROPERTY:** If Buyer's Property is in or enters escrow, and either party to that escrow gives the other a notice of cancellation of contract, Buyer, within 2 (or **\_\_\_\_\_**) Days thereafter, shall Deliver to Seller written notice of that cancellation.

Contingent on the Sale of  
Buyers Property

Buyers Property is  
in Escrow

**Most Optimal for the  
Seller**



## Most Optimal for the Seller

Seller has the right to accept backup offers

Upon receipt of a signed backup offer seller has the right to immediately notify the buyer to remove their contingency on the sale of their property within 2 days (unless amended)

This agreement defaults to the “immediate” right to notify buyer to remove their contingency on the sale of their home

### **7. BACK UP OFFERS AND SELLER RIGHT TO REQUIRE BUYER TO REMOVE CONTINGENCIES OR CANCEL:**

- A. **Back-up Offers:** After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. The Parties acknowledge that Brokers shall not violate MLS rules requiring accurate property status reporting.
- B. **Removal of Buyer Contingencies and Proof of Funds:** Unless paragraph 7C(3) is selected, if Seller accepts a written back-up offer and provides Buyer a Copy of the signed, accepted back-up offer, within the time specified in paragraph 7C(1) or (2), Seller shall have the right to give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. Seller may use the bottom of page 2 of this form to comply with the written notice requirement of this paragraph. If Buyer fails to complete these actions within 2 (or      ) Days after Delivery of such notice, Seller may then immediately cancel the Agreement in writing.
- C. **Time to Give Notice to Remove Contingencies:** Seller shall have the right to invoke the notice provisions in paragraph 7B:  
(1) **Immediate Right to Notify Buyer:** Any time after Acceptance;  
OR (2)  **Delayed Right to Notify Buyer:** No earlier than 17 (or      ) Days after Acceptance;  
OR (3)  **No Right to Notify Buyer:** Seller shall NOT have the right to invoke the provisions of paragraph 7B during the entire term of the Agreement.

8. **REMOVAL OF CONTINGENCIES:** This contingency can only be removed in writing. Even if Buyer removes this contingency, unless Buyer also performs all actions pursuant to paragraph 7B, Seller retains the right to cancel under paragraph 9.

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### **CONTINGENCY FOR SALE OF BUYER'S PROPERTY (COP PAGE 1 OF 2)**

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (530) 363-8662 Fax: (530) 344-4131

Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

## Less Optimal for the Seller

Seller has the right to accept backup offers

Upon receipt of a signed backup offer seller must wait 17 days (the default time period) to **notify the buyer to remove their contingency** on the sale of their property and the buyer has **2 days** (unless amended) after that to remove the contingency on the sale of their home

## **7. BACK UP OFFERS AND SELLER RIGHT TO REQUIRE BUYER TO REMOVE CONTINGENCIES OR CANCEL:**

- A. **Back-up Offers:** After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. The Parties acknowledge that Brokers shall not violate MLS rules requiring accurate property status reporting.
- B. **Removal of Buyer Contingencies and Proof of Funds:** Unless paragraph 7C(3) is selected, if Seller accepts a written back-up offer and provides Buyer a Copy of the signed, accepted back-up offer, within the time specified in paragraph 7C(1) or (2), Seller shall have the right to give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. Seller may use the bottom of page 2 of this form to comply with the written notice requirement of this paragraph. If Buyer fails to complete these actions within 2 (or       ) Days after Delivery of such notice, Seller may then immediately cancel the Agreement in writing.
- C. **Time to Give Notice to Remove Contingencies:** Seller shall have the right to invoke the notice provisions in paragraph 7B:  
(1) **Immediate Right to Notify Buyer:** Any time after Acceptance;  
OR (2)  **Delayed Right to Notify Buyer: No earlier than 17 (or       ) Days after Acceptance;**  
OR (3)  **No Right to Notify Buyer:** Seller shall NOT have the right to invoke the provisions of paragraph 7B during the entire term of the Agreement.

8. **REMOVAL OF CONTINGENCIES:** This contingency can only be removed in writing. Even if Buyer removes this contingency, unless Buyer also performs all actions pursuant to paragraph 7B, Seller retains the right to cancel under paragraph 9.

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## **CONTINGENCY FOR SALE OF BUYER'S PROPERTY (COP PAGE 1 OF 2)**

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (530) 363-8662 Fax: (530) 344-4131

Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

**Most Optimal for the  
Buyer**

Seller has the right to accept backup offers but **relinquishes their right to notify the buyer to remove their contingency** on the sale of their property for the term of the contract

7. **BACK UP OFFERS AND SELLER RIGHT TO REQUIRE BUYER TO REMOVE CONTINGENCIES OR CANCEL:**
  - A. **Back-up Offers:** After Acceptance, Seller shall have the right to continue to offer Seller's Property for sale for back-up offers. The Parties acknowledge that Brokers shall not violate MLS rules requiring accurate property status reporting.
  - B. **Removal of Buyer Contingencies and Proof of Funds:** **Unless paragraph 7C(3) is selected**, if Seller accepts a written back-up offer and provides Buyer a Copy of the signed, accepted back-up offer, within the time specified in **paragraph 7C(1) or (2)**, Seller shall have the right to give written notice to Buyer to, in writing: (i) remove this contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. Seller may use the bottom of page 2 of this form to comply with the written notice requirement of this paragraph. If Buyer fails to complete these actions within **2 (or       ) Days** after Delivery of such notice, Seller may then immediately cancel the Agreement in writing.
- C. **Time to Give Notice to Remove Contingencies:** Seller shall have the right to invoke the notice provisions in **paragraph 7B**:
  - (1) **Immediate Right to Notify Buyer:** Any time after Acceptance;
  - OR (2)  **Delayed Right to Notify Buyer:** No earlier than **17 (or       ) Days** after Acceptance;
  - OR (3)  **No Right to Notify Buyer:** Seller shall NOT have the right to invoke the provisions of **paragraph 7B** during the entire term of the Agreement.
8. **REMOVAL OF CONTINGENCIES:** This contingency can only be removed in writing. Even if Buyer removes this contingency, unless Buyer also performs all actions pursuant to **paragraph 7B**, Seller retains the right to cancel under **paragraph 9**.

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**CONTINGENCY FOR SALE OF BUYER'S PROPERTY (COP PAGE 1 OF 2)**

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
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Phone: (530) 363-8662 Fax: (530) 344-4131

Buyer Test

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

9. **SELLER RIGHT TO CANCEL:** Seller may cancel the Agreement in writing as follows:

- A.** After first giving Buyer a written Notice to Remove Buyer Contingencies and Provide Proof of Funds (below), if Buyer fails to take all actions specified in **paragraph 7B**.
- B.** After first giving Buyer a NBP, if Buyer fails to enter into contract for the sale of Buyer's Property within the time specified in **paragraph 2A**.
- C.** After first giving Buyer a NBP, if Buyer fails to close escrow for the sale of Buyer's Property within the time specified in **paragraph 4**.
- D.** After first giving Buyer a NBP, if Buyer fails to Deliver Escrow Evidence within the time specified in **paragraph 1C or 2B**.
- E.** After first giving Buyer a NBP, if Buyer fails to Deliver evidence of the listing of Buyer's Property or, as applicable, the submission of Buyer's Property listing to the MLS within the time specified in **paragraph 3C**.
- F.** If Buyer fails to Deliver evidence of removal of contingencies in the sale of Buyer's property as specified in **paragraph 5B**.
- G.** If Buyer gives notice to Seller of either party's cancellation of contract for Buyer's Property.

10. **BUYER RIGHT TO CANCEL:** Buyer may cancel the Agreement in writing if, prior to Buyer's removal of the Buyer's Property contingency specified in **paragraph 1A, B or C**, as applicable:

- A.** (if **1A** or **1B** applies) Buyer is unable to enter into contract on Buyer's Property within the time specified in **paragraph 2A**; or
- B.** (if **1A** or **1C** applies) Either party for Buyer's Property gives notice to the other to cancel the contract for purchase Buyer's Property; or
- C.** (if **1A** or **1C** applies) Buyer is unable to close escrow on Buyer's Property within the time specified in **paragraph 4**.

**11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:**

**A. CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or  on the Day after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

**B. BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or  within 3 business days after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this Buyer's Property contingency.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS:** Seller hereby gives notice to Buyer to (i) remove this Sale of Buyer's Property contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:**

**A. CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or  on the Day after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

**B. BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or  within 3 business days after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this Buyer's Property contingency.

**By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.**

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS:** Seller hereby gives notice to Buyer to (i) remove this Sale of Buyer's Property contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:**

**A. CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or  on the Day after Buyer Delivers to Seller any of the following: **(i)** Escrow Evidence for Buyer's Property, or **(ii)** Buyer's election in writing, signed by Buyer, to begin time periods, or **(iii)** Buyer's removal of this contingency for the sale of Buyer's Property.

**B. BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or  within 3 business days after Buyer Delivers to Seller any of the following: **(i)** Escrow Evidence for Buyer's Property, or **(ii)** Buyer's election in writing, signed by Buyer, to begin time periods, or **(iii)** Buyer's removal of this Buyer's Property contingency.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS:** Seller hereby gives notice to Buyer to **(i)** remove this Sale of Buyer's Property contingency; **(ii)** remove the loan contingency, if any; and **(iii)** provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

## 11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:

A. **CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or  on the Day after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

B. **BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or  within 3 business days after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this Buyer's Property contingency.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS:** Seller hereby gives notice to Buyer to (i) remove this Sale of Buyer's Property contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**11. TIME FOR PERFORMANCE OF CONTRACT OBLIGATIONS AND DELIVERY OF BUYER DEPOSIT:**

**A. CONTRACT OBLIGATIONS OTHER THAN DEPOSIT:** Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations excluding those in this addendum shall begin as specified in the Agreement, or  on the Day after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this contingency for the sale of Buyer's Property.

**B. BUYER'S DEPOSIT:** Buyer's deposit shall be delivered to escrow within the time specified in the Agreement, or  within 3 business days after Buyer Delivers to Seller any of the following: (i) Escrow Evidence for Buyer's Property, or (ii) Buyer's election in writing, signed by Buyer, to begin time periods, or (iii) Buyer's removal of this Buyer's Property contingency.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Addendum.

Buyer \_\_\_\_\_ **Best Buyer Ever** Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ **Best Seller Ever** Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS:** Seller hereby gives notice to Buyer to (i) remove this Sale of Buyer's Property contingency; (ii) remove the loan contingency, if any; and (iii) provide verification of sufficient funds to close escrow without the sale of Buyer's Property. If Buyer fails to complete these actions within the time specified in **paragraph 7B**, Seller may then immediately cancel the Agreement in writing. (Note: This Notice to Remove Buyer Contingencies and Provide Proof of Funds is not to be delivered until the time specified in **Paragraph 7C**.)

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Property Address: <b>1234 Main Street, Roseville, CA 95661</b>			Date: <b>September 19, 2024</b>
Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input checked="" type="checkbox"/> \$ <b>5,000.00</b> ( <b>1.00</b> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other:
G(2)	ADDITIONAL FINANCE TERMS: <b>None</b>		
G(3)	18	<input checked="" type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
<b>I</b> Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE
K	23	Assignment Request	17 (or _____) Days after Acceptance
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance <input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance <input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property	17 (or _____) Days after Acceptance
Informational Access to Property 17 (or _____) Days after Acceptance Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.			
L(4)	8D	Insurance	17 (or _____) Days after Acceptance
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
CONTINGENCY REMOVED			
M	Possession		Time for Performance
M(1)	Time of Possession		Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached
Additional Terms			
N	Documents/Fees/Compliance		Time for Performance
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance
N(5)	32	Evidence of representative authority	3 Days after Acceptance
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The agreement defaults for the Buyer to take possession on the date and time the property records. You may also select 6 pm on the date it records, or you may specify a delayed right of possession which is found in paragraph 3M(2) or if its tenant occupied then the TOPA (Tenant Occupied Property Addendum) applies

7D

M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

RPA REVISED 7/24 (PAGE 2 OF 17)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 17)

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Buyer Test

D. **SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

## Best Practices

Do everything in escrow and not outside of escrow

Keep the seller in possession period to 29 days or less

Estimate up on the per day cost

Make no provision for an early move out by the seller. In other words, the full \$1500 is released to buyer at COE,



## SELLER LICENSE TO REMAIN IN POSSESSION ADDENDUM

(Intended for Possession of 29 days or less)

(C.A.R. Form SIP, Revised 6/24)

This is an addendum to the Purchase Agreement, OR  Seller Counter Offer No. \_\_\_\_\_,  Buyer Counter Offer No. \_\_\_\_\_,  Other \_\_\_\_\_, ("Agreement"), dated \_\_\_\_\_, on property known as \_\_\_\_\_, **1234 Main Street, Roseville, CA 95661** ("Property"), between \_\_\_\_\_, **Best Buyer Ever** ("Buyer"), and \_\_\_\_\_, **Best Seller Ever** ("Seller").

This Addendum is intended to grant Seller a license to remain in possession of, and use, the Property after the Close Of Escrow. It is intended for short-term occupancy (i.e. 29 days or less). If occupancy is intended to be for 30 days or longer, Parties are advised to use Residential Lease After Sale (C.A.R. Form RLAS). Regardless of the length of the time of possession, Buyer is advised to consult with a qualified local landlord attorney to discuss whether the possession could be interpreted as creating a landlord-tenant relationship between Buyer and Seller. Note: Local rent control or other Law regarding tenant's rights may impact Buyer's and Seller's rights and obligations. Close Of Escrow shall be day "0" for the purposes of counting days for the term of this license to remain in possession.

1. **TERM:** Seller is granted a license to remain in possession of Property for **15** calendar days after Close Of Escrow (or  to \_\_\_\_\_ (date)) until 6 PM (or   AM/ PM). Seller has no right to remain in possession beyond this term and may be responsible for court awarded damages if Seller does remain.
2. **CONSIDERATION:**
  - A. In consideration for Seller agreeing to sell to Buyer and Buyer agreeing to allow Seller to remain in possession After Close Of Escrow, Seller agrees to pay Buyer a non-refundable License Fee for the term specified in paragraph 1 of \$ **100.00** per day (or  \_\_\_\_\_). Seller shall deposit such funds with escrow holder prior to Close Of Escrow or such funds shall be withheld from Seller's proceeds. At Close Of Escrow, all consideration will be released to Buyer (or  held in escrow). If Seller vacates the Property prior to the end of the term in paragraph 1, no portion of the consideration will be returned to Seller unless otherwise agreed in writing.
  - B. **LATE CHARGE/NSF CHECKS:** If any payment from Seller to Buyer is required outside of escrow, and any such payment is not received by Buyer within **5** (or       ) days after date due, Seller shall pay to Buyer an additional sum of \$ \_\_\_\_\_ as a Late Charge. If a check is returned for non-sufficient funds ("NSF"), Seller shall pay to Buyer \$25.00 as an NSF charge. Seller and Buyer agree that these charges represent a fair and reasonable estimate of the costs Buyer may incur by reason of Seller's late or NSF payment. Buyer's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default by Seller.

## Best Practices

Always collect a  
Delivery of  
Possession Fee  
(Security Deposit)

Do everything  
through escrow and  
always release the  
DOP fee to the  
buyer at COE

Buyers should  
consult their  
insurance policy to  
confirm adequate  
coverage, and sellers  
should maintain  
some level of  
personal property  
insurance

### **3. SELLER'S OBLIGATIONS FOR CONDITION OF PROPERTY:**

**A. MAINTENANCE:** Seller shall make reasonable efforts to maintain the Property, including pool, spa, landscaping and grounds, and all personal property included in the sale in substantially the same condition as on the date of Acceptance of the Agreement or as modified by the Agreement. However, Seller shall not be responsible for any latent defects, or any damage or destruction that is not caused by Seller or that is out of the control of Seller. Buyer is advised to: (i) obtain homeowners insurance to cover any damages that may occur after the Close Of Escrow; and (ii) consult with an insurance agent regarding coverage in light of this license for Seller to remain in possession. Except as provided in the Agreement, Seller shall not make alterations to the Property without Buyer's written consent.

**B. DELIVERY OF POSSESSION:** Seller shall deliver the Property in the condition and on the terms provided in the Agreement.

**C. DELIVERY OF POSSESSION FEE:** In addition to the license fee specified in paragraph 2, Seller agrees to deposit with escrow holder, or such funds shall be withheld from Seller's proceeds, a Delivery of Possession fee in the amount of \$ **1,000.00**. At Close Of Escrow, this fee will be released to Buyer (or  held in escrow). Within **5 Days** after delivery of possession to Buyer, Buyer shall return the Delivery of Possession fee to Seller if the Property is delivered to Buyer (i) in the condition specified in paragraphs 3A and 3B and (ii) on the date specified in paragraph 1.

**4. UTILITIES:** Seller agrees to pay for all utilities and any related utility services, and the following charges: \_\_\_\_\_, except **None**, which shall be paid for by Buyer.

**5. ENTRY:** Seller shall make Property available to Buyer for the purpose of entering to make necessary or agreed repairs, or to supply necessary or agreed services, or to show Property to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers or contractors. Buyer and Seller agree that **24 hours** notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Buyer may enter Property at any time without prior notice. Buyer may not move personal property into Property without prior written consent from Seller.

**6. KEYS AND OTHER ITEMS INCLUDED:**

A. Seller shall provide keys and other items necessary to access the Property as required in the Agreement, at Close Of Escrow or  (if checked) at the end of the Term of this Seller License to Remain in Possession.

B. Other items included in the Agreement shall be provided at the end of the Term of this Seller License to Remain in Possession.

**7. ASSIGNMENT; SUBLetting:** Seller shall not assign or sublet all or any part of the Property, or assign or transfer this license to remain in possession of the Property. Any assignment, subletting or transfer of the Property by voluntary act of Seller, by operation of Law or otherwise, without Buyer's prior written consent shall give Buyer the right to terminate Seller's license to remain in possession.

**8. INSURANCE:** Seller's personal property (including vehicles) is not insured by Buyer, and, if applicable, not by the owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Seller is advised to carry Seller's own insurance to protect Seller from such loss and to contact its own insurance carrier to discuss available options.

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**SIP REVISED 6/24 (PAGE 1 OF 2)**

### **SELLER LICENSE TO REMAIN IN POSSESSION ADDENDUM (SIP PAGE 1 OF 2)**

Century 21 Select Real Estate, Inc. - Roseville, 1699 East Roseville Pkwy. Roseville CA 95661  
Mike Southwick

Phone: (530) 363-8662  
Fax: (530) 344-4131  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201  
www.lwolf.com



Buyer Test

## Best Practices

Have some type of protection clause in the event the seller holds over beyond the agreed term (paragraph 1)

This would not be handled through escrow but might provide the buyer the right to pursue damages in Small Claims Court should the seller not vacate as agreed.

9. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
10. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** *In the event (though no permission is granted by the buyer) the seller remains in possession beyond the agreed 15 calendar days, the seller agrees to pay the buyer \$200 per day for each day they remain in possession beyond the agreed 15 calendar days.*

**NOTE:** Regardless of the length of time for possession as originally agreed, if Buyer and Seller intend to extend this SIP beyond 29 Days from Close of Escrow, Buyer and Seller are advised to consult with a qualified local landlord tenant attorney regarding whether a landlord tenant relationship may inadvertently be created.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Seller License to Remain In Possession Addendum.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
*Best Buyer Ever*

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_  
*Best Seller Ever*

Seller \_\_\_\_\_ Date \_\_\_\_\_

M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 17)

Buyer Test

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**14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).

**A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.

M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 17)

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**B.** Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. **Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2).** Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.

**19B**

Q(12)	11L(2)	HOA fee for preparing disclosures	Seller
Q(13)		HOA certification fee	Buyer
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____

M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



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(2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee as specified in paragraph 3Q(12) for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11L(2)

M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> days after COE (29 or fewer days) <input type="checkbox"/> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



EQUAL HOUSING  
OPPORTUNITY

### CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 17)

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Buyer Test

10B(1)

### B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____
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M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> <u>      </u> AM/ <input type="checkbox"/> <u>      </u> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> <u>      </u> days after COE (29 or fewer days) <input type="checkbox"/> <u>      </u> days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or <u>      </u> ) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or <u>      </u> ) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or <u>      </u> ) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or <u>      </u> ) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O		Intentionally Left Blank		

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Buyer's Initials        /        Seller's Initials        /       



## CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 2 OF 17)

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**32. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 33 or 34 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

## P Items Included and Excluded

P(1) 9		Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); <input type="checkbox"/> Additional Items Included: _____	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s), <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____
P(2)		Excluded Items: _____		
Q Allocation of Costs				
Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1) 10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____	
Q(2)	Optional Wildfire Disclosure Report <a href="#">Click here for Additional Report</a>	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Provided by: <a href="#">Click here to select your Service Provider</a>	
Q(3)	(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4) 10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(5) 10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(6) 10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(7) 19B	Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Each to pay their own fees Escrow Holder: _____	
Q(8) 13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Co. (if different from Escrow Holder): _____	
Q(9)	Buyer's Lender title insurance policy	Buyer _____	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(10)	County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(11)	City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(12) 11L(2)	HOA fee for preparing disclosures	Seller _____		
Q(13)	HOA certification fee	Buyer _____		
Q(14)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(15)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____		
Q(16)	fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(17)	fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(18) 10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	If Seller or Both checked, Seller's cost not to exceed \$ _____. Issued by: <a href="#">Click here to select your Service Provider</a> <input type="checkbox"/> Buyer waives home warranty plan	
R	OTHER TERMS: <a href="#">Seller to provide a Section 1 Termite Clearance from ABC Termite Company</a>			



<b>P Items Included and Excluded</b>				
P(1)	9	<b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b> <input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); <b>Additional Items Included:</b> <input type="checkbox"/> _____	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____
P(2)		<b>Excluded Items:</b> <input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

**B. ITEMS INCLUDED IN SALE:**

- (1) **All EXISTING** fixtures and fittings that are attached to the Property;
- (2) **EXISTING** electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance**.
- Note:** If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
- (3) **Security System** includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) **Home Automation** (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) **Non-Dedicated Devices**: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS**: Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_



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**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 6 OF 17)**

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nia Residential Purchase Agreement - 7/24

9/

Property Address: **1234 Main Street, Roseville, CA 95661**

Date: **September 19, 2024**

- (7) **Seller represents** that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement including but not limited to utilities or security systems.

<b>P Items Included and Excluded</b>			
P(1)	9	<b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b>	
		<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); <b>Additional Items Included:</b> <input type="checkbox"/>	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> <input type="checkbox"/>
P(2)		<b>Excluded Items:</b> <input type="checkbox"/>	<input type="checkbox"/>

**C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

## P Items Included and Excluded

P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
		<input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); <input type="checkbox"/> Additional Items Included: _____	<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____	<input type="checkbox"/> Above-ground pool(s), <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____
P(2)		Excluded Items: _____		_____
<b>Q Allocation of Costs</b>				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
			<input type="checkbox"/> Provided by: <a href="#">Click here to select your Service Provider</a>	
Q(2)		Optional Wildfire Disclosure Report <a href="#">Click here for Additional Report</a>	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Provided by: <a href="#">Click here to select Wildfire Service Provider</a>
Q(3)		(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Escrow Holder: _____	<input type="checkbox"/> Each to pay their own fees
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Title Co. (if different from Escrow Holder): _____	
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: <a href="#">Click here to select your Service Provider</a> <input type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	OTHER TERMS: <a href="#">Seller to provide a Section 1 Termite Clearance from ABC Termite Company</a>			



Allocation of Costs				
Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)		
		<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____
Q(1)	10A, 11A Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____ _____
		<input type="checkbox"/> Provided by: <a href="#">Click here to select your Service Provider</a>		<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	Optional Wildfire Disclosure Report <a href="#">Click here for Additional Report</a>	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____ Provided by: <a href="#">Click here to select Wildfire Service Provider</a>
Q(3)	(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer
Q(4)	10B(1) Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____
Q(5)	10A 10B(2) Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____
Q(6)	10B(2) Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> Both _____

**11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

**A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

Q Allocation of Costs				
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____  <input type="checkbox"/> Provided by: <a href="#">Click here to select your Service Provider</a>	<input type="checkbox"/> Environmental <input checked="" type="checkbox"/> Other _____
Q(2)		Optional Wildfire Disclosure Report <a href="#">Click here for Additional Report</a>	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____  Provided by: <a href="#">Click here to select Wildfire Service Provider</a>	
Q(3)		(A) <b>Termite Inspection</b> Report (B) <b>Roof Inspection</b> Report	<input checked="" type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale <b>inspections, reports</b>	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	

(2) **POINT OF SALE REQUIREMENTS:**

(A) **Point of sale inspections, reports and repairs** refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)**. **Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property.** If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

Q(7)	19B	Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Each to pay their own fees Escrow Holder: _____
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Title Co. (If different from Escrow Holder): _____
Q(9)		Buyer's Lender title insurance policy	Buyer Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller
Q(13)		HOA certification fee	Buyer
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____
Q(16)		fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(17)		fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ If Seller or Both checked, Seller's cost not to exceed \$ _____. Issued by: <a href="#">Click here to select your Service Provider</a> <input type="checkbox"/> Buyer waives home warranty plan
R	OTHER TERMS: <a href="#">Seller to provide a Section 1 Termite Clearance from ABC Termite Company</a> _____		



Property Address: 1234 Main Street, Roseville, CA 95661

Date: September 19, 2024

**4. PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)

**A. PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)  
 Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)  
 Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)  
 Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)  
 Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)  
 Mixed Use Purchase Addendum (C.A.R. Form MU-PA)  Other \_\_\_\_\_

**B. OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

Addendum # \_\_\_\_\_ (C.A.R. Form ADM)  Short Sale Addendum (C.A.R. Form SSA)  
 Back Up Offer Addendum (C.A.R. Form BUO)  Court Confirmation Addendum (C.A.R. Form CCA)  
 Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)  
 Buyer Intent to Exchange Addendum (C.A.R. Form BXA)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)  
 Other \_\_\_\_\_  Other \_\_\_\_\_

**C. BUYER AND SELLER ADVISORIES:** (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

Buyer's Investigation Advisory (C.A.R. Form BIA)  
 Wire Fraud Advisory (C.A.R. Form WFA)  
  
 Wildfire Disaster Advisory (C.A.R. Form WFDA)  
 Trust Advisory (C.A.R. Form TA)  
 REO Advisory (C.A.R. Form REO)  
 Other \_\_\_\_\_

Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)  
 Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)  
(Parties may also receive a privacy disclosure from their own Agent.)  
 Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)  
 Short Sale Information and Advisory (C.A.R. Form SSIA)  
 Probate Advisory (C.A.R. Form PA)  
 Other \_\_\_\_\_