

FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ *Carolyn Walker* Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ *Jack Sprat* Date _____

Seller/Landlord _____ Date _____

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**HOME HARDENING AND DEFENSIBLE SPACE
DISCLOSURE AND ADDENDUM**
(C.A.R. Form HHDS, 12/20)

This is a disclosure and addendum to the Purchase Agreement, OR Other _____
dated _____ (“Agreement”) on property known as _____ (“Property”)
In which _____ is referred to as Buyer,
and _____ is referred to as Seller.
Buyer and Seller are referred to as the “Parties”.

I. HOME FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE PREREQUISITES: Sections II and III apply to properties that are located in either a high or very high fire hazard severity zone. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company’s report. If unable to determine if the Property is in either of these zones, and the Property is in or near a mountainous area, forest-covered lands, brush -covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures below because a buyer might consider the information material, whether or not otherwise required by law. A seller may voluntarily make the disclosures in Sections II and III whether or not mandated by law.

II. HOME FIRE HARDENING INFORMATION: (Required for residential properties with one to four units constructed before January 1, 2010).

1. **HOME HARDENING PROPERTY LOCATION:** The home is (or, if checked, IS NOT) in a high or very high fire hazard severity zone.
2. **HOME FIRE HARDENING NOTICE:** “THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE [HTTP://WWW.READYFORWILDFIRE.ORG](http://www.readyforwildfire.org)”.
3. **HOME FIRE HARDENING FEATURES:** Seller is aware of the following features that may make the home vulnerable to wildfire and flying embers (check all that apply):
 - A. Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant.
 - B. Roof coverings made of untreated wood shingles or shakes.
 - C. Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck.
 - D. Single pane or non-tempered glass windows.
 - E. Loose or missing bird stopping or roof flashing.
 - F. Rain gutters without metal or noncombustible gutter covers.
4. **HOME FIRE HARDENING FINAL INSPECTION REPORT:**
 - If checked, Seller has obtained a final inspection report pursuant to Government Code Section 51182. A copy of the report is attached or a copy may be obtained at _____.

III. DEFENSIBLE SPACE INFORMATION:

1. **DEFENSIBLE SPACE ADVISORY:** Public Resources Code Section 4291 requires that, to minimize the risk of fire affecting a building or structure on the Property, a defensible space around the improvement be maintained within 100 feet of the improvement. Many local governments have enacted a local vegetation management ordinance for that same purpose. (Collectively, “defensible space laws.”) Effective July 1, 2021, Civil Code 1102.19 requires a disclosure regarding compliance with the defensible space laws. The local agency, if any, from which a copy of the documentation specified below may be obtained is: _____, which may be contacted at: _____.
2. **DEFENSIBLE SPACE DOCUMENTATION OF COMPLIANCE: (2A applies unless 2B or 2C is checked.)**
 - A. **Buyer obligation to obtain documentation of compliance:** If a local agency allows either Buyer or Seller to obtain documentation of compliance, then Buyer shall obtain the documentation in accordance with the local law. If there is no local law, and there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance (“Authorized Inspector”), **Buyer shall, within one year of Close Of Escrow, obtain documentation of compliance** with the defensible space law.
 - OR B. **Seller has obtained documentation within 6 months:** Even though no local ordinance requires Seller to provide documentation, Seller voluntarily obtained documentation within the last 6 months, from an Authorized Inspector. Seller shall deliver documentation to Buyer within 7 Days after Acceptance.



OR C. **A local ordinance requires Seller to provide documentation of compliance:** Seller shall deliver documentation to Buyer 5 Days prior to Close Of Escrow of Escrow.

Seller acknowledges receipt of this Home Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable obligation of Section III, paragraph 2.

Seller _____ Date _____ Seller _____ Date _____

Buyer acknowledges receipt of this Home Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable obligation of Section III, paragraph 2.

Buyer _____ Date _____ Buyer _____ Date _____

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In accordance with the terms and conditions of the: Residential Purchase Agreement (C.A.R. Form RPA-CA), Request For Repair (C.A.R. Form RR), Response And Reply To Request For Repair (C.A.R Form RRRR) or Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer") and _____ ("Seller").

I. BUYER REMOVAL OF BUYER CONTINGENCIES:

1. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified 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 those contingencies specified below.

A. ONLY the following individually checked Buyer contingencies are removed: (Paragraph numbers refer to C.A.R. Form RPA)

- 1. Loan (Paragraph 3J)
2. Appraisal (Paragraph 3I)
3. Buyer's Investigation Contingency (Paragraph 12)
A. Only the physical inspection portion of Buyer's Investigation (Paragraph 12)
B. All Buyer Investigations other than a physical inspection (Paragraph 12)
C. Entire Buyer's Investigation Contingency (Paragraph 12)
4. Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
5. Reports/Disclosures (Paragraphs 7 and 10)
6. Title: Preliminary Report (Paragraph 13)
7. Sale of Buyer's Property (Paragraph 4B)
A. Entering into contract for sale of Buyer's Property (COP, Paragraph 2)
B. Close of escrow for Buyer's Property (COP, Paragraph 4)
8. Review of documentation for leased or liened items (Paragraph 8B(5))
9. Other: _____
10. Other: _____

OR B. ALL Buyer contingencies are removed, EXCEPT: Loan Contingency (Paragraph 3J); Appraisal Contingency (Paragraph 3I); Contingency for the Sale of Buyer's Property (Paragraph 4B); Condominium/Planned Development (HOA) Disclosures (Paragraph 10F); Other _____

OR C. BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

3. Once all contingencies are removed, whether or not Buyer has satisfied him/herself 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: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer _____ Date _____

Buyer _____ Date _____

II. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies:

- Finding of replacement property (C.A.R. Form SPRP); Closing on replacement property (C.A.R. Form SPRP)
 Other _____

Seller _____ Date _____

Seller _____ Date _____

(_____/_____) (Initials) CONFIRMATION OF RECEIPT: A copy of this signed Contingency Removal was personally received by Buyer Seller or authorized agent on _____ (date), at _____ AM / PM.

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NOTICE TO BUYER TO PERFORM

No. _____

(C.A.R. Form NBP, Revised 12/20)

In accordance with the terms and conditions of the [] California Residential Purchase Agreement (C.A.R. Form RPA) or [] Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or [] Commercial Property Purchase Agreement (C.A.R. Form CPA), or [] Vacant Land Purchase Agreement (C.A.R. Form VLPA), or [] Other _____ ("Agreement"), dated _____, on property known as _____

between _____ ("Property"), and _____ ("Buyer"), and _____ ("Seller").

SELLER hereby gives Buyer notice to, as applicable, remove the specified contingencies and take the specified contractual action as follows:

I. Contingency

[] ALL CONTINGENCIES

- A. [] Loan (Paragraph 3J(3))
B. [] Appraisal (Paragraph 3I)
C. [] Disclosures/Reports (Paragraphs 7, 10 and 11)
D. [] Condominium/Planned Development Disclosures (HOA or OA) (Paragraph 10F)
E. [] Buyer Investigation, including insurability(Paragraph 12)
F. [] Title: Preliminary Report (Paragraph 13)
G. [] Entering into contract for Sale of Buyer's Property (C.A.R. Form COP, Paragraph 2A)
H. [] Closing escrow on Buyer's Property (C.A.R. Form COP, Paragraph 4)
I. [] _____
J. [] _____
K. [] _____

II. Contractual Action

- L. [] Initial Deposit (Paragraph 3A)
M. [] Increased Deposit (Paragraph 3B)
N. [] Form FVA (Paragraph 3D)
O. [] Loan Application Letter (Paragraph 3J(1))
P. [] Down Payment Verification (Paragraph 3H)
Q. [] All Cash Verification (Paragraph 3C)
R. [] Return of Statutory Disclosures (Paragraph 10A(5))
S. [] Return of Lead Disclosures (Paragraph 10A(5))
T. [] Receipt for Increased Deposit (Paragraph 21B)
U. [] Escrow Evidence, Sale of Buyer's Property (C.A.R. Form COP, Paragraph 2(B) or 3(B))
V. [] Evidence of Listing of Buyer's Property (C.A.R. Form COP, Paragraph 3C)
W. [] Evidence of Removal of Contingencies in Buyer's Property sale (C.A.R. Form COP, Paragraph 5B)
X. [] Delivery of a Representative Capacity Signature Addendum and evidence of authority to act (Paragraphs 19 and 31)
Y. [] _____

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

BUYER: If you do not remove the specified contingency(ies) (C.A.R. Forms CR or RR) and take the specified contractual actions indicated above within 2 (or [] _____) Days After Delivery (but no less than the time specified in the Agreement) of this Notice to Buyer to Perform, Seller may cancel the Agreement.

Seller _____ Date _____

Seller _____ Date _____

(_____/_____/_____) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Notice to Buyer to Perform was personally received by Buyer or authorized agent on _____ (date), at _____ [] AM [] PM.

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CONTINGENCY FOR SALE OF BUYER'S PROPERTY (And Notice To Remove Contingencies) (C.A.R. Form COP, Revised 12/20)

This is an addendum to the Purchase Agreement, [] Other _____ ("Agreement"), dated _____, on property known as _____ ("Seller's Property"), between _____ ("Buyer") and _____ ("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 Buyer 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). Buyer's Property is already in escrow with _____ (Escrow Company), Escrow # _____. 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 and 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's Property is currently listed with (OR [] shall, within 3 (or _____) Days After Acceptance, be listed with) _____ (Real Estate Brokerage) B. Buyer's Property is or will be listed with the MLS in the geographical area where Buyer's Property is located OR [] Buyer's Property will NOT be listed with the MLS in the geographical area where Buyer's Property is located. C. Buyer shall Deliver to Seller evidence of both the property listing 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.
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 notice to the other to cancel that contract, Buyer, within 2 (or _____) Days thereafter, shall give Seller written notice of that cancellation.
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 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 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. 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 7B during the entire term of the Agreement.
8. SELLER RIGHT TO CANCEL: Seller may cancel the Agreement in writing as follows: A. After first giving Buyer a Notice to Remove Buyer Contingencies and Provide Proof of Funds (below), if Buyer fails to take all actions specified in 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.
9. **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: (i) if 1A or 1B applies and Buyer is unable to enter into contract on Buyer's Property within the time specified in 3A(1); or (ii) if 1A or 1C applies and either party for Buyer's Property gives notice to the other to cancel the contract for purchase Buyer's Property; or (iii) if 1A or 1C applies and Buyer is unable to close escrow on Buyer's Property within the time specified in paragraph 4.
10. **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.

Date _____ Date _____

Buyer _____ Seller _____

Buyer _____ Seller _____

NOTICE TO REMOVE BUYER CONTINGENCIES AND PROVIDE PROOF OF FUNDS: Seller hereby gives notice to Buyer to remove the contingencies and take the actions specified in Paragraph 7B (Note: Not to be delivered until the time specified in Paragraph 7C.)

Seller _____ Date: _____ Seller _____ Date: _____

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SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address: _____ (“Property”)

1. **DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one “official” size source or a “standard” method of calculating exterior structural size, interior space or square footage. Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyers and the accuracy of any such figures should be independently verified by Buyers with their own experts including, but not limited to, a licensed appraiser.
2. **PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyers’ decision to purchase or the price Buyers are willing to pay, then Buyers should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
3. **MEASUREMENTS AND SOURCES:** Any square footage and/or lot size numbers inserted into the spaces below were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source: _____	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

4. **BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Any numerical statements regarding square footage, room dimensions, lot size, and boundaries have not been verified by Seller or Broker. Fences, hedges, walls, retaining walls, and other barriers or markers do not necessarily identify the true Property boundaries. Broker has not and will not verify the accuracy of any of these measurements.

By signing below, Seller: (i) Represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Disclosure and Advisory. Seller is encouraged to read it carefully.

Seller _____ Date _____

Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Disclosure and Advisory. Buyer is encouraged to read it carefully. IF ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY AND ACCURACY OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer _____ Date _____

Buyer _____ Date _____

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