

Seller's Disclosures Workbook

A Step-by-Step workbook for completing your Seller's Disclosures

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Table of Contents & Flow

Introduction to your “Seller’s Disclosures” Workbook	4
How to use GLIDE in answering your TDS and SPQ - Seller Disclosures	6
Part 1: The three main disclosures: DIA, TDS, & SPQ	8
The TRANSFER DISCLOSURE STATEMENT (TDS) - Guide	11
The Seller Property Questionnaire (SPQ) - Guide	19
Part 2: ALL OF THE OTHER DISCLOSURES TO SIGN using DocuSign	28
Agent Visual Inspection Advisory (AVID) (3 pages)	30
Representative Capacity Signature Disclosure (RCSD-S1) (1 page)	33
Trust Advisory (TA) (2 pages)	34
Square Foot and Lot Size Advisory (SFLS) (1 page)	36
Seller’s Affidavit of Non-Foreign Status (FIRPTA) (2 pages each)	38
Market Conditions Advisory (MCA) (2 pages)	40
Statewide Buyer and Seller Advisory (SBSA) (15 pages)	42
Lead-Based Paint and Lead-Based Paint Hazards Disclosure (2pages)	44
Water Heater and Smoke Detector Statement of Compliance (WHSD) (1 page)	46
Water-Conserving Plumbing Fixtures & Carbon Monoxide Detector Notice (WCMD)	47
Wire Fraud and Electronic Funds Transfer Advisory (WFA)	48
Homeowners Guide to Hazards and Earthquake Safety (1 page):	49
Notice of Your Supplemental Property Tax Bill (SPT) (1 page)	50
Residential Fireplace Disclosure (1 page)	51
Buyer’s Homeowners Association Advisory (BHAA) (2 pages):	52
Fire Hardening and Defensible Space Advisory/Addendum (FHDS) (2 pages)	54
Defensible Space Decision Tree (DSDT) (2 pages)	56
Wildfire Disaster Advisory (WFDA) (2 pages)	58
Solar Advisory and Questionnaire (SOLAR) (2 pages):	60
Keller Williams Centric Disclosures:	62
Affiliated Business Arrangement Disclosure (3 pages)	63
Advisory Regarding Completing Documents Electronically (1 page)	66
Keller Williams Bay Area Estates Advisory (permits, schools, views, lot size) (2 pages)	67
Scope of Broker Duty and Selection of Vendors (1 page)	69
NHD Consolidated Signature Pages	70
Acknowledgment Of Receipt Of Information Pamphlets (1 Page)	70
Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt	71
The California Energy Commission Booklet (1 Page)	72
Earthquake Disclosure Statement (1 page)	73
Addendum City Of San Jose Street Tree Disclosure Form	74
Inspection Report Covers	75
Free Resources	76

Introduction to your “Seller’s Disclosures” Workbook

Selling your home comes with paperwork—**but don’t worry**, you’re not alone! This workbook is here to help guide you through the process step by step. Keep referring to this workbook as you go through the disclosures.

You may have heard that selling "As-Is" means buyers accept your home in its current condition. But for that to happen, you must be open and honest about what you know about your home. That’s where seller disclosures come in.

This workbook will:

- ✓ Show you all the forms you need to complete
- ✓ Explain what each form is for in simple terms
- ✓ Give you tips to make filling them out easier (*keep referring to this book*)
- ✓ Walk you through using the Glide system online

You don’t have to finish everything in one sitting. Take your time, and if you ever feel stuck, help is just a call or email away.

Part 1: The Three Most Important Forms

1) Disclosure Information Advisory (DIA) (3 pages) – Think of this as your instruction guide. It helps you understand how to fill out the other forms.

2) Transfer Disclosure Statement (TDS) (3 pages) – This tells buyers about the condition of your home. You’ll note any repairs, known issues, or things that could affect the home’s value.

3) Seller Property Questionnaire (SPQ) (4 pages) – This goes deeper into your home’s history, including past repairs, neighborhood conditions, and any legal matters.

Your DIA, TDS, and SPQ will be filled out using the on-line GLIDE system, which will guide you through every question and give you tips along the way. We will send you an email invitation to the GLIDE system when you’re ready.

Let's start by going to www.stayorgohomeowner.com/disclosures

There you will find all of the information included in this document along with a 5-minute educational video that Brian created which explains why disclosures are so important. There are also Glide tutorial videos there.

Your Seller's Disclosures are not difficult to complete, but they should be done when you have some time on your hands to focus.

Before You Start..

Sections 7 & 8 of the SPQ may take extra time because they ask about:

- ✓ **Upgrades you've made to the home**
- ✓ **Repairs you've done over the years**

It's a good idea to jot these down beforehand, including the year they were completed. This information not only helps us disclose information to the buyers but may also reduce your capital gains taxes when you sell.

You can type this information into the Glide System or you can create a spreadsheet or document and send that to us via email. One final note: You can only count ONE modification or upgrade. For example, if you replaced the fence, roof, water heater, etc., multiple times, you should only mention the latest one. Example Below:

Upgrade	Time Frame	Cost (optional)
Repair	Time Frame	Explanation

How to use GLIDE in answering your TDS and SPQ - Seller Disclosures

We will send you a Glide invitation, when you are ready:

NOTE: *The Glide interface may look different from the form, but your responses will still be recorded correctly. You may watch the complete tutorial video on how to answer through Glide at www.stayorgohomeowner.com/disclosures*

- 1) Check Your Email – Look for an invitation from Glide and click “Begin Disclosures.”
- 2) Sign Up or Log In – If it’s your first time using Glide, create an account. Otherwise, just log in.
- 3) Start Answering Questions – Glide will walk you through each section. If you’re unsure about a question you can click on “more information” and you can “Flag for Review” and we’ll help you later.
- 4) Review Your Answers – Once finished, Glide will summarize everything for you to check.
- 5) Sign & Submit – When you're ready, electronically sign the forms, and Glide will send them to us for review.
- 6) Confirmation and Next Steps - After submission, you will receive a confirmation email.
 1. Your agent will review the disclosures and may request additional information if needed.
 2. Keep an eye on your email for any follow-up requests or next steps.



Questions, comments, concerns, or requests?

This process may feel overwhelming at first, but just take it one step at a time.

We are here to help you through these documents with the least amount of stress possible. If you are not sure about something, simply use the Glide system’s help boxes or send us an email or give Candace or Brian a call. Just do the best you can and get through as much as possible.

Let’s get started!

Blank page for your notes:

Part 1: The three main disclosures: DIA, TDS, & SPQ

The Disclosure Information Advisory is your instruction manual on **how to fill out your seller's disclosures.**



DISCLOSURE INFORMATION ADVISORY (FOR SELLERS) (C.A.R. Form DIA, Revised 12/25)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD") (collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have received disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, conditions, and/or problems, and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or speculate about what was in the documents they cannot remember. But if the documents are known and available to you, you should use them to assist you in completing the Disclosures forms.
 - D. Allow yourself plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction closes.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact, or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions, or problems and/or may have subparts. It is important to address each aspect of each question and to provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response. Do not let subjective beliefs limit, qualify, or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent", as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals, or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions, or problems that impact your Property, even those that are not necessarily on your Property but that are related to a neighbor's property (such as shared fences, lot-line debates) or that exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).

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DIA REVISED 12/25 (PAGE 1 OF 3)



DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3)

KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032
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Sample

- G. Even if you have learned to live with an issue, condition, or problem, disclose it.
- H. Even if you believe that an issue, condition, or problem has been repaired, resolved, or stopped, disclose the issue and what has been done, but do not speculate, predict, or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions. For example, unless you personally obtained or received copies of permits, do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure about its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures, and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract, and it does not control which items must remain with the property after close of escrow. The purchase agreement determines which items must remain. However, you should be careful not to represent that the property has an amenity that the property actually does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions". Do not assume this terminology limits what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions, or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions, and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.

DIA REVISED 12/25 (PAGE 2 OF 3)

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Sample



EXEMPT SELLER DISCLOSURE ("ESD")

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD or SPQ. If using the ESD, pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property. If you have significant information about the property, you should consider using the SPQ to help flesh out the requirement to disclose all material facts.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), or changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions, or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed, or expected to be filed, regarding the property or the neighborhood (such as an HOA dispute), even if you believe the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, or inaccurate, or if changes occur over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what information to disclose, how to disclose it, or what changes need to be made to your Disclosure Forms, consult a qualified California real estate attorney. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it, or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."**

By signing below, Seller acknowledges that they have received a copy of this Disclosure Information Advisory, and they have read and understand its terms.

Seller _____ Date _____

Seller One

Seller _____ Date _____

Seller Two

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DIA REVISED 12/25 (PAGE 3 OF 3)

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Sample



The TRANSFER DISCLOSURE STATEMENT (TDS) - Sample

This is a sample of the entire 3-page document. At the end of the sample, you'll find a helpful guide with some tips and tricks which you may want to refer to while using the on-line GLIDE system to complete your Transfer Disclosure Statement (TDS).

 CALIFORNIA ASSOCIATION OF REALTORS®	REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/24)	
☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).		
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF <u>Anywhere</u>, COUNTY OF <u>Santa Clara</u>, STATE OF CALIFORNIA,		
DESCRIBED AS <u>123 Main St., Anywhere, CA 12345</u>		
THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.		
I. COORDINATION WITH OTHER DISCLOSURE FORMS		
This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).		
Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:		
☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.		
☐ Additional inspection reports or disclosures: _____		
☐ No substituted disclosures for this transfer.		
II. SELLER'S INFORMATION		
The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.		
THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.		
Seller ☐ is ☐ is not occupying the property.		
A. The subject property has the items checked below:*		
☐ Range ☐ Oven ☐ Microwave ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal ☐ Washer/Dryer Hookups ☐ Rain Gutters ☐ Burglar Alarms ☐ Carbon Monoxide Device(s) ☐ Smoke Detector(s) ☐ Fire Alarm ☐ TV Antenna ☐ Satellite Dish ☐ Intercom ☐ Central Heating ☐ Central Air Conditioning ☐ Evaporator Cooler(s) ☐ Exhaust Fan(s) in _____ ☐ Gas Starter ☐ Other: _____	☐ Wall/Window Air Conditioning ☐ Sprinklers ☐ Public Sewer System ☐ Septic Tank ☐ Sump Pump ☐ Water Softener ☐ Patio/Decking ☐ Built-in Barbecue ☐ Gazebo ☐ Security Gate(s) ☐ Garage: ☐ Attached ☐ Not Attached ☐ Carport ☐ Automatic Garage Door Opener(s) ☐ Number Remote Controls _____ ☐ Sauna ☐ Hot Tub/Spa: ☐ Locking Safety Cover	☐ Pool: ☐ Child Resistant Barrier ☐ Pool/Spa Heater: ☐ Gas ☐ Solar ☐ Electric ☐ Water Heater: ☐ Gas ☐ Solar ☐ Electric ☐ Water Supply: ☐ City ☐ Well ☐ Private Utility or Other _____ ☐ Gas Supply: ☐ Utility ☐ Bottled (Tank) ☐ Window Screens ☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows ☐ Water-Conserving Plumbing Fixtures
220 Volt Wiring in _____ Fireplace(s) in _____ Age: _____ (approx.)		
Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/ ☐ No. If yes, then describe. (Attach additional sheets if necessary): _____		
(*see note on page 2)		
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TDS REVISED 6/24 (PAGE 1 OF 3)		
Buyer's Initials _____ / _____ Seller's Initials _____ / _____		
REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)		
K/W Bay Area Estates, 16788-A Lark Avenue Las Gatas CA 95032 Phone: 408/499-9561 Fax: _____ Brian Schwatka Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com Sample		

Property Address: 123 Main St., Anywhere, CA 12345

Date: _____

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code, § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☐ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. . . ☐ Yes ☐ No
(Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☐ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☐ No
8. Flooding, drainage or grading problems ☐ Yes ☐ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☐ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☐ No
11. Neighborhood noise problems or other nuisances ☐ Yes ☐ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☐ No
15. Any notices of abatement or citations against the property ☐ Yes ☐ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☐ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

- D.**
1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller _____ Date _____

Seller Seller One _____ Date _____

Seller Seller Two _____ Date _____

TDS REVISED 6/24 (PAGE 2 OF 3)

Buyer's Initials _____ / _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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

Sample



Property Address: 123 Main St., Anywhere, CA 12345

Date: _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Representing Seller) Sample Real Estate Services (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) Sample Real Estate Services (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____
Seller One

Seller _____ Date _____
Seller Two

Buyer _____ Date _____
Buyer One

Buyer _____ Date _____
Buyer Two

Agent (Broker Representing Seller) Sample Real Estate Services (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) Sample Real Estate Services (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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TDS REVISED 6/24 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

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Sample



TDS Section I. Coordination with Other Disclosure Forms (Guide)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Anywhere, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 123 Main St., Anywhere, CA 12345.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

☐ No substituted disclosures for this transfer.

Substituted Disclosures:

☒ Additional Inspection reports or disclosures:



Typically... Homeowners typically instruct the Realtor to order Home, Pest, Roof and Chimney inspections on their behalf. Please type which inspection reports have been ordered into the "additional inspection reports" line.



Typically... Homeowners typically do **"NOT"** have substituted disclosures for this transfer", in addition to the disclosures that are already mentioned in the TDS and the SPQ.

Bottom line. Most sellers check the "NO substituted disclosure..." box.

In those rare cases where there will be a substituted disclosure, as distinguished from the NHD and supplemental disclosures and reports, then one of the first two boxes may need to be checked. Those situations are usually unlikely.

Section I (Substituted Disclosures) of the TDS

When and why was Section I added to the TDS?

Section I was part of the TDS when it first came into effect in 1987. It is thought that, at the time, the hope was a regular home inspection might be used as a substitute for the seller's statutory disclosure obligations. That scenario did not happen as a matter of practice and the result was that Section I has been widely ignored since its inception. One reason may be that regardless of the TDS statute, California case law imposes a separate duty of the seller to disclose to the buyer known material facts affecting the value and desirability of the property. Using the TDS allows the seller to satisfy both the common law and statutory duty. Section 1102.1 of the Civil Code now includes the following language: "The Legislature did not intend to affect the existing obligations of the parties to a real estate contract ... to disclose any fact materially affecting the value and desirability of the property, including, but not limited to, the physical conditions of the property ..." Another reason may be that home inspectors understandably did not want their reports used as a replacement for the seller's disclosure duties.

When and why was "[] No substituted disclosures for this transfer" added to Section I of the TDS?

Legislation approved in 2019 (AB 892) inserted the language into the TDS. The 2019 legislation was thought necessary because other legislation a year earlier (AB 1289) amended Civil Code 1102.3 to specify that the buyer's statutory right to terminate an offer began once sections I, II and III of the TDS were completed and delivered as required. Following that 2018 legislation, arguments were made that the TDS was not complete if Section I was left blank even if there were no substituted disclosures in the transaction. To accommodate the most common scenario where no substituted disclosures are made, a new option (the "No substituted disclosure ..." language) was added to Section I.

What is a substituted disclosure?

A substituted disclosure is a disclosure that is "intended to satisfy the disclosure obligations on [the TDS form], where the subject matter is the same."

Section I specifically mentions a Natural Hazard Disclosure (NHD) Report. Is the NHD a substituted disclosure? If the "No substituted disclosure ..." box is checked should an NHD Report be provided?

The NHD report should not be considered a substituted disclosure for two reasons: First, a NHD report is not intended to satisfy the disclosure obligations on the TDS form itself but rather statutory obligations found elsewhere in the law (such as Government Code (flooding and fire zones), Public Resources Code (earthquake and fire zones), and other sections of the Civil Code (Mello Roos, Industrial Use zones, gas pipelines) and; Second, because the subject matter is not the same. For example, the TDS form does not ask about fire, flood or earthquake zones. A NHD report should be provided in addition to the TDS, not in place of it.

Should prior inspection reports and disclosures be specified in Section I of the TDS?

No. Those reports should be used to supplement, not substitute for, the seller's TDS disclosure duty. The better place to refer to and attach those documents would be in the explanation portion of Section II A, B or C of the TDS or in response to a specific question on the SPQ or more generic questions on the SPQ such as 5, 18B, or 19.

Bottom line. Should a seller check the "No substituted disclosure ..." box in Section I?

In most cases, yes. In those rare cases where there will be a substituted disclosure, as distinguished from the NHD and supplemental disclosures and reports, then one of the first two boxes may need to be checked. Those situations are unlikely.

TDS Section II. Seller's Information

Section II-A

II. SELLER'S INFORMATION																																																								
The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER. Seller ☐ is ☐ is not occupying the property. A. The subject property has the items checked below:* <table border="0"><tr><td>☐ Range</td><td>☐ Wall/Window Air Conditioning</td><td>☐ Pool:</td></tr><tr><td>☐ Oven</td><td>☐ Sprinklers</td><td>☐ Child Resistant Barrier</td></tr><tr><td>☐ Microwave</td><td>☐ Public Sewer System</td><td>☐ Pool/Spa Heater:</td></tr><tr><td>☐ Dishwasher</td><td>☐ Septic Tank</td><td>☐ Gas ☐ Solar ☐ Electric</td></tr><tr><td>☐ Trash Compactor</td><td>☐ Sump Pump</td><td>☐ Water Heater:</td></tr><tr><td>☐ Garbage Disposal</td><td>☐ Water Softener</td><td>☐ Gas ☐ Solar ☐ Electric</td></tr><tr><td>☐ Washer/Dryer Hookups</td><td>☐ Patio/Decking</td><td>☐ Water Supply:</td></tr><tr><td>☐ Rain Gutters</td><td>☐ Built-in Barbecue</td><td>☐ City ☐ Well</td></tr><tr><td>☐ Burglar Alarms</td><td>☐ Gazebo</td><td>☐ Private Utility or</td></tr><tr><td>☐ Carbon Monoxide Device(s)</td><td>☐ Security Gate(s)</td><td>Other _____</td></tr><tr><td>☐ Smoke Detector(s)</td><td>☐ Garage:</td><td>☐ Gas Supply:</td></tr><tr><td>☐ Fire Alarm</td><td>☐ Attached ☐ Not Attached</td><td>☐ Utility ☐ Bottled (Tank)</td></tr><tr><td>☐ TV Antenna</td><td>☐ Carport</td><td>☐ Window Screens</td></tr><tr><td>☐ Satellite Dish</td><td>☐ Automatic Garage Door Opener(s)</td><td>☐ Window Security Bars</td></tr><tr><td>☐ Intercom</td><td>☐ Number Remote Controls _____</td><td>☐ Quick Release Mechanism on</td></tr><tr><td>☐ Central Heating</td><td>☐ Sauna</td><td>Bedroom Windows</td></tr><tr><td>☐ Central Air Conditioning</td><td>☐ Hot Tub/Spa:</td><td>☐ Water-Conserving Plumbing Fixtures</td></tr><tr><td>☐ Evaporator Cooler(s)</td><td>☐ Locking Safety Cover</td><td></td></tr></table> Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____ ☐ Gas Starter ☐ Roof(s): Type: _____ Age: _____ (approx.) ☐ Other: _____ Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes/☐ No. If yes, then describe. (Attach additional sheets if necessary): _____ (*see note on page 2) © 2024, California Association of REALTORS®, Inc. TDS REVISED 6/24 (PAGE 1 OF 3) Buyer's Initials _____ / _____ Seller's Initials _____ / _____ REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3) KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Phone: 408-499-9561 Fax: _____ Brian Schwatka Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Sample			☐ Range	☐ Wall/Window Air Conditioning	☐ Pool:	☐ Oven	☐ Sprinklers	☐ Child Resistant Barrier	☐ Microwave	☐ Public Sewer System	☐ Pool/Spa Heater:	☐ Dishwasher	☐ Septic Tank	☐ Gas ☐ Solar ☐ Electric	☐ Trash Compactor	☐ Sump Pump	☐ Water Heater:	☐ Garbage Disposal	☐ Water Softener	☐ Gas ☐ Solar ☐ Electric	☐ Washer/Dryer Hookups	☐ Patio/Decking	☐ Water Supply:	☐ Rain Gutters	☐ Built-in Barbecue	☐ City ☐ Well	☐ Burglar Alarms	☐ Gazebo	☐ Private Utility or	☐ Carbon Monoxide Device(s)	☐ Security Gate(s)	Other _____	☐ Smoke Detector(s)	☐ Garage:	☐ Gas Supply:	☐ Fire Alarm	☐ Attached ☐ Not Attached	☐ Utility ☐ Bottled (Tank)	☐ TV Antenna	☐ Carport	☐ Window Screens	☐ Satellite Dish	☐ Automatic Garage Door Opener(s)	☐ Window Security Bars	☐ Intercom	☐ Number Remote Controls _____	☐ Quick Release Mechanism on	☐ Central Heating	☐ Sauna	Bedroom Windows	☐ Central Air Conditioning	☐ Hot Tub/Spa:	☐ Water-Conserving Plumbing Fixtures	☐ Evaporator Cooler(s)	☐ Locking Safety Cover	
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☐ Evaporator Cooler(s)	☐ Locking Safety Cover																																																							



Typically...Do I really need to disclose my microwave?

You only need to disclose "built-in" microwaves, for example above the stove top or range. Don't disclose a countertop microwave that won't be included in the sale of your property because it's "Personal Property" (Personal Property is defined as "not attached" to the home).

Section II-C3

(These can be found in the preliminary title report)

If they are in your title report, then say yes and then type in:

"See title report"

C. Are you (Seller) aware of any of the following:	
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property	☐ Yes ☐ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property	☐ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property	☐ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits.	☐ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes	☐ Yes ☐ No
(Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)	
6. Fill (compacted or otherwise) on the property or any portion thereof	☐ Yes ☐ No
7. Any settling from any cause, or slippage, sliding, or other soil problems	☐ Yes ☐ No

What is an encroachment?

When a property owner violates the property rights of his neighbor by building on or extending a structure to the neighbor's land or property

What is an easement?

A right given to another person or entity to cross or use land owned by somebody else

Section II-C10

(These can be found in the preliminary title report)

If they are in your title report, then say yes and then type in:

"See title report"

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☐ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☐ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☐ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☐ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☐ No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☐ No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☐ No
 8. Flooding, drainage or grading problems ☐ Yes ☐ No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☐ No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☐ No
 11. Neighborhood noise problems or other nuisances ☐ Yes ☐ No

What is a "setback" requirement?

A setback is the required separation between a lot line (and/or right-of-way line) and a building or structure.

Section II-C12

(These can be found in the Preliminary title report or HOA Docs)

If they are in those Docs, then say yes and then type in:

"See Title report and/or HOA Docs"

- C. Are you (Seller) aware of any of the following:
1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☐ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☐ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☐ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☐ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☐ No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☐ No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☐ No
 8. Flooding, drainage or grading problems ☐ Yes ☐ No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☐ No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☐ No
 11. Neighborhood noise problems or other nuisances ☐ Yes ☐ No
 12. CC&R's or other deed restrictions or obligations ☐ Yes ☐ No
 13. Homeowners' Association which has any authority over the subject property ☐ Yes ☐ No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☐ No

What is CC&R's?

Covenants, conditions, and restrictions(CC&R's)- Covenants are often lumped together under the collective term,"CC&R's." A covenant is a promise or agreement (as formalized in a deed) concerning the use of the land, as where a purchaser of land "covenants" to abide by certain restrictions associated with the use of the land.

The Seller Property Questionnaire (SPQ) - Sample

This is a sample of the entire 4-page document. At the end of the sample, you'll find a helpful guide with some tips and tricks which you may want to refer to while using the on-line GLIDE system to complete your Seller Property Questionnaire (SPQ).

 CALIFORNIA ASSOCIATION OF REALTORS®	SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 6/26)
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This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ form instead.

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, WHETHER BY CONTRACT, STATUTE, OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 123 Sample St, Assessor's Parcel No. _____, situated in San Jose, County of SANTA CLARA, California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by a Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
 - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Something that may be material or significant to you may not be perceived the same way by the Seller.
 - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."
 - A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
 - Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19B is checked and attach additional comments.
5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:
 - (i) the condition or repair of the Property;
 - (ii) any improvement on this Property;
 - (iii) easements, encroachments, or boundary disputes affecting the Property.These documents include, but are not limited to, any document:
 - (i) prepared in the past or present;
 - (ii) provided during any previous transaction or from a previous owner;
 - (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
 - (iv) whether or not it was provided to the Seller.

A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☐ Yes ☐ No

B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☐ Yes ☐ No

C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☐ Yes ☐ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: _____
6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☐ No
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)

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SPQ REVISED 6/26 (PAGE 1 OF 5) Buyer's Initials _____ / _____ Seller's Initials _____ / _____



Brian Schwatka | Keller Williams Bay Area Estates | Generated EQUAL OPPORTUNITY

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 5)

Property Address: 123 Sample St, San Jose, CA 95125
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☐ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☐ No
- D. Whether the Property is located in, or adjacent to, an "industrial use" zone ☐ Yes ☐ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☐ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☐ No
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see **paragraph 14** for more disclosures) ☐ Yes ☐ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☐ No
- I. Matters affecting title of the Property ☐ Yes ☐ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☐ No
- K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☐ No
(See C.A.R. Form WBSA for more information)
- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☐ No
If Yes to any, provide explanation: _____

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☐ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☐ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☐ No
- D. Any part of the Property being painted within the past 12 months ☐ Yes ☐ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank) ☐ Yes ☐ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☐ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it ☐ Yes ☐ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property? ☐ Yes ☐ No
- Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
- Note 2:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ☐ Yes ☐ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR) ☐ Yes ☐ No
- C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q) ☐ Yes ☐ No
- D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☐ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☐ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

If Yes to any, provide explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☐ No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ☐ Yes ☐ No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property, and if such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

SPQ REVISED 6/26 (PAGE 2 OF 5)

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 5)

Property Address: 123 Sample St, San Jose, CA 95125
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☐ No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property..... ☐ Yes ☐ No
B. Any problem with or infestation of mold, mildew, fungus, or spores, past or present, on or affecting the Property..... ☐ Yes ☐ No
C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood..... ☐ Yes ☐ No

If Yes to any, provide explanation: _____

11. PETS, ANIMALS, AND PESTS: ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property..... ☐ Yes ☐ No
B. Past or present problems with livestock, wildlife, insects, or pests on or in the Property..... ☐ Yes ☐ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above..... ☐ Yes ☐ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above..... ☐ Yes ☐ No
If so, when and by whom

If Yes to any, provide explanation: _____

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes..... ☐ Yes ☐ No
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage..... ☐ Yes ☐ No
C. Use of any neighboring property by you..... ☐ Yes ☐ No

If Yes to any, provide explanation: _____

13. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants, or vegetation on or near the Property..... ☐ Yes ☐ No
B. Operational sprinklers on the Property..... ☐ Yes ☐ No
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) If yes, are there any areas with trees, plants, or vegetation not covered by the sprinkler system. ☐ Yes ☐ No
C. A pool heater on the Property..... ☐ Yes ☐ No
If yes, is it operational?..... ☐ Yes ☐ No
D. A spa heater on the Property..... ☐ Yes ☐ No
If yes, is it operational?..... ☐ Yes ☐ No
E. Past or present defects, leaks, cracks, repairs, or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage, or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired..... ☐ Yes ☐ No

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE) ARE YOU (SELLER) AWARE OF...

- A. Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision..... ☐ Yes ☐ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☐ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)..... ☐ Yes ☐ No
D. CC&R's or other deed restrictions or obligations..... ☐ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property..... ☐ Yes ☐ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property..... ☐ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement..... ☐ Yes ☐ No

SPQ REVISED 6/26 (PAGE 3 OF 5)

Buyer's Initials _____ / _____

Seller's Initials _____ / _____



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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 5)

Property Address: 123 Sample St, San Jose, CA 95125
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee

_____ ☐ Yes ☐ No
If Yes to any, provide explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☐ No
B. Leases, options, or claims affecting or relating to title or use of the Property ☐ Yes ☐ No
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association, or neighborhood ☐ Yes ☐ No
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☐ Yes ☐ No
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☐ No
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups, or any other person or entity ☐ Yes ☐ No
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property ☐ Yes ☐ No
H. The cost of any alteration, modification, replacement, improvement, remodel, or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☐ No

If Yes to any, provide explanation: _____

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance, or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☐ No
B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☐ No

If Yes to any, provide explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☐ No
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions, or retrofit requirements that apply to or could affect the Property ☐ Yes ☐ No
C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☐ No
D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ☐ Yes ☐ No
E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☐ No
F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ☐ Yes ☐ No
G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal, or cutting or (iii) that flammable materials be removed ☐ Yes ☐ No
H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property ☐ Yes ☐ No
I. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☐ No
J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☐ No
K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☐ No

If Yes to any, provide explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☐ No
B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device ☐ Yes ☐ No
C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☐ No
D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☐ No
E. Whether the Property is tenant occupied ☐ Yes ☐ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy) ☐ Yes ☐ No

SPQ REVISED 6/26 (PAGE 4 OF 5)

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 5)

Property Address: 123 Sample St, San Jose, CA 95125
If this Property is a duplex, triplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.

F. Whether the Property was previously tenant occupied even if vacant now..... ☐ Yes ☐ No
If Yes, disclose if you know the method or manner of how the tenancy ended.
If Yes to any, provide explanation: _____

19. MATERIAL FACTS:

A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☐ No
B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.
If Yes to any, provide explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from Seller's own duty of disclosure.

Seller _____ Date _____
Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____
Buyer _____ Date _____

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SPQ REVISED 6/26 (PAGE 5 OF 5)



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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 5 OF 5)

5. Documents (Guide)

part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker, has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."

- A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
- Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.

5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents the pertain to:

- (i) the condition or repair of the Property;
- (ii) any improvement on this Property;
- (iii) easements, encroachments, or boundary disputes affecting the Property.

These documents include, but are not limited to, any document:

- (i) prepared in the past or present;
- (ii) provided during any previous transaction or from a previous owner;
- (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
- (iv) whether or not it was provided to the Seller.

A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☐ Yes ☐ No

B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☐ Yes ☐ No

C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☐ Yes ☐ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: _____



Typically...

Homeowners typically instruct us to order Home, Pest, Roof and Chimney inspections, as well as a Preliminary Title Report on their behalf. Please type which inspection reports have been ordered into the section below:

For example: Home, Pest, Roof and Chimney inspections, as well as a Preliminary Title Report.

6. Statutorily or Contractually Required or Related

Section 6E

Property Address: <u>123 Sample St, San Jose, CA 95125</u>	
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.	
B.	An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)..... ☐ Yes ☐ No
C.	The release of an illegal controlled substance on or beneath the Property..... ☐ Yes ☐ No
D.	Whether the Property is located in, or adjacent to, an "industrial use" zone (in general, a zone or district allowing manufacturing, commercial or airport uses.)..... ☐ Yes ☐ No
E.	Whether the Property is affected by a nuisance created by an "industrial use" zone..... ☐ Yes ☐ No
F.	Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)..... ☐ Yes ☐ No
G.	Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see paragraph 14 for more disclosures)..... ☐ Yes ☐ No
H.	Insurance claims affecting the Property within the past 5 years..... ☐ Yes ☐ No
I.	Matters affecting title of the Property..... ☐ Yes ☐ No
J.	Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3..... ☐ Yes ☐ No
K.	Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums (See C.A.R. Form WBSA for more information)..... ☐ Yes ☐ No

What is a nuisance?

Anything which is injurious to health, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance.

Section 6G(answers are found in the preliminary title report)

Property Address: <u>123 Sample St, San Jose, CA 95125</u>	
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.	
B.	An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)..... ☐ Yes ☐ No
C.	The release of an illegal controlled substance on or beneath the Property..... ☐ Yes ☐ No
D.	Whether the Property is located in, or adjacent to, an "industrial use" zone (In general, a zone or district allowing manufacturing, commercial or airport uses.)..... ☐ Yes ☐ No
E.	Whether the Property is affected by a nuisance created by an "industrial use" zone..... ☐ Yes ☐ No
F.	Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)..... ☐ Yes ☐ No
G.	Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see paragraph 14 for more disclosures)..... ☐ Yes ☐ No
H.	Insurance claims affecting the Property within the past 5 years..... ☐ Yes ☐ No
I.	Matters affecting title of the Property..... ☐ Yes ☐ No
J.	Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3..... ☐ Yes ☐ No
K.	Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums (See C.A.R. Form WBSA for more information)..... ☐ Yes ☐ No
L.	Material facts or defects affecting the Property not otherwise disclosed to Buyer..... ☐ Yes ☐ No

What is a common interest subdivision?

Common interest subdivisions include single-family master-planned communities, high-rise condominiums, retirement communities, etc.

Section 6H

Why is this important?

Past insurance claims from a previous seller can raise your insurance premiums substantially.

Section 6J

Property Address:	<u>123 Sample St, San Jose, CA 95125</u>	
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this SPQ is for unit # _____.		
B.	An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)	☐ Yes ☐ No
C.	The release of an illegal controlled substance on or beneath the Property	☐ Yes ☐ No
D.	Whether the Property is located in, or adjacent to, an "industrial use" zone (In general, a zone or district allowing manufacturing, commercial or airport uses.)	☐ Yes ☐ No
E.	Whether the Property is affected by a nuisance created by an "industrial use" zone	☐ Yes ☐ No
F.	Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)	☐ Yes ☐ No
G.	Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see paragraph 14 for more disclosures)	☐ Yes ☐ No
H.	Insurance claims affecting the Property within the past 5 years	☐ Yes ☐ No
I.	Matters affecting title of the Property	☐ Yes ☐ No
J.	Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3	☐ Yes ☐ No
K.	Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums (See C.A.R. Form WBSA for more information)	☐ Yes ☐ No
L.	Material facts or defects affecting the Property not otherwise disclosed to Buyer	☐ Yes ☐ No

Civil Code Section 1101.3

Water-conserving fixtures include:

Any toilet which uses less than 1.6 gallons of water per flush.

Any shower head manufactured to have a flow capacity of less than 2.5 gallons of water per minute.

Any interior faucet that emits less than 2.2 gallons of water per minute.

Any urinal manufactured to use less than one gallon of water per flush.

7. Repairs and Alterations



Information:

Section 7 and 8 are some of the most important sections of the SPQ, which may take a bit more of your time to complete. These sections are where you tell the buyers what you've done to your home over the years to increase its value and desirability and also the repairs that you have made over the years. By documenting all of the upgrades that you have done to your home over the years, it will also help you write off those expenses when doing your taxes after the sale of your home. You can type bullet points into the space below and we will create a separate addendum to

attach or you can create a spreadsheet or document and send that to us via email. You should include 1) the improvement and 2) the approximate year that those upgrades occurred. One final note: You can only count ONE modification or upgrade. For example, if you replaced the fence, roof, water heater, etc., multiple times, you should only mention the latest one. You don't have to include the costs in sections 7 and 8, but it may be good for you to document those costs for your tax purposes.

Section 7E

7. REPAIRS AND ALTERATIONS:	ARE YOU (SELLER) AWARE OF...
A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims)	☐ Yes ☐ No
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy?	☐ Yes ☐ No
C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)	☐ Yes ☐ No
D. Any part of the Property being painted within the past 12 months	☐ Yes ☐ No
E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank).....	☐ Yes ☐ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank)	☐ Yes ☐ No
(2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule	☐ Yes ☐ No
F. Whether you acquired the property within 18 months of accepting an offer to sell it	☐ Yes ☐ No
(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property.....	☐ Yes ☐ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those

Residential Lead based paint disclosure program

This requires that potential buyers and renters of housing built prior to 1978 receive certain information about lead and lead hazards in the residence prior to becoming obligated to buy or rent, and provides the opportunity for an independent lead inspection for buyers. Sellers, landlords, and agents are responsible for compliance.

8. Structural, Systems and Appliances



Information:

Section 8 is where you tell the buyers the repairs you've made to your home over the years. Some of these items may be the same as the upgrades and alterations you made to your home in section 7 above.

10. Water-Related and Mold Issues

Water intrusion: If you say yes, then please describe the time frame, the issue, and the remedy.

What is settling?

Settling refers to movement of a structure whereby the structure sinks into the ground.

What is soil movement?

Soil movement is the movement of soil that may cause damage to a structure, including cracking or movement of foundations, slabs and hardscapes.

13. Landscaping, Pool and Spa

If you are in an HOA and there is a pool and spa, this means that your answers to these questions should be YES, even though the pool and spa are not actually ON YOUR PROPERTY.

Note: When you're ready for us to send you an invitation to the GLIDE system to fill out your TDS and SPQ, let us know by clicking the link at the bottom of our webpage: www.stayorgohomeowner.com/disclosures

We want to hear from you! If you had trouble or had questions about any section of the TDS or SPQ, please let us know and we will add more tips to the document for future homeowners.

Part 2: ALL OF THE OTHER DISCLOSURES TO SIGN (using DocuSign)

After you've completed the TDS and the SPQ using GLIDE (congrats!!), we will combine those with the "other" documents and disclosures (below) that you will be reviewing and signing. These other disclosures are mainly "statutory" disclosures and also need to be signed and submitted so that we can create the "Complete Seller's Disclosure Package". I know, I know...

It's a LOT of paperwork..

Here are high level overviews of the "other disclosures" that you'll be signing along with the DIA, TDS and SPQ using the DocuSign electronic signature program:

- Agent Visual Inspection Advisory (AVID) (3 pages)
- Representative capacity signature disclosure: (RCSD-S1) (1 page)
- Trust Advisory: (TA) (2 pages)
- Square foot and lot size advisory: (SFLS) (1 page)
- Seller's Affidavit of Nonforeign Status (FIRPTA) (2 pages for each seller)
- Market Conditions Advisory (MCA) (2 pages)
- Statewide Buyer and Seller Advisory (SBSA) (15 pages)
- Lead-Based Paint and Lead-Based Paint Hazards Disclosure (2 pages)
- Water Heater and Smoke Detector Statement of Compliance (WHSD) (1 page)
- Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice (WCMD) (1 page)
- Wire Fraud and Electronic Funds Transfer (WFA) (1 page)
- Homeowners Guide to Hazards and Earthquake Safety (1 page)
- Notice of Your Supplemental Property Tax Bill (SPT) (1 page)
- Residential Fireplace Disclosure (1 page)
- Buyer's Homeowners Association Advisory (BHAA) (2 pages)
- Fire Hardening and Defensible Space Advisory, Disclosure, and Addendum (FHDS) (2 pages):
- Defensible Space Decision Tree (DSDT) (2 pages)
- Wildfire Disaster Advisory (WFDA) (2 Pages)

- Solar Advisory and Questionnaire (SOLAR) (2 pages)
- NHD Consolidated Signature Pages (4-6 pages)
 - Acknowledgment Of Receipt Of Consumer Information Pamphlets And Disclaimer
 - Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt
 - The California Energy Commission (CEC) Booklet, officially known as the "Home Energy Rating System (HERS) Booklet"
 - Residential Earthquake Risk Disclosure Statement
 - The Addendum - City of San Jose Street Tree Disclosure Form
- Keller Williams Centric Disclosures:
 - Affiliated Business Arrangement Disclosure (3 pages)
 - Advisory Regarding Completing Documents Electronically (1 page)
 - Keller Williams Bay Area Estates Advisory (permits, schools, views, lot size) (2 pages)
 - Scope of Broker Duty and Selection of Vendors (1 page)

Descriptions and samples of the “Other disclosures”

Agent Visual Inspection Advisory (AVID) (3 pages)

This form is completed by the real estate agent representing the buyer and seller. It documents the agent's observations of the property's physical condition based on a visual inspection. The AVID helps disclose any visible defects but does not replace a professional home inspection.

	AGENT VISUAL INSPECTION DISCLOSURE (CALIFORNIA CIVIL CODE § 2079 ET SEQ.) For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 6/24)
This inspection disclosure concerns the residential property situated in the City of <u>Anywhere</u> , County of <u>Santa Clara</u> , State of California, described as <u>123 Main St.</u>	
☐ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) _____). ("Property")	
Inspection Performed By (Real Estate Broker Firm Name) <u>Keller Williams Bay Area Estates</u>	
California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties. California law does not require the Agent to inspect the following: • Areas that are not reasonably and normally accessible • Areas off site of the property • Public records or permits • Common areas of planned developments, condominiums, stock cooperatives and the like. Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty. Roof and Attic: Agent will not climb onto a roof or into an attic. Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors. Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers. Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality. Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments. Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition. Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement. Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair. What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.	
© 2024, California Association of REALTORS®, Inc. AVID REVISED 6/24 (PAGE 1 OF 3)	Buyer's Initials _____ / _____ 
AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)	
KW Bay Area Estates, 16700-A Lark Avenue Los Gatos CA 95032 Brian Schwatka	Phone: 408-499-9561 Fax: _____ Produced with Lone Wolf Transactions (pfpForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lonewolf.com Sample

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): _____

Living Room: _____

Dining Room: _____

Kitchen: _____

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # ____:

Bedroom # ____:

Bedroom # ____:

Bedroom # ____:

Bath # ____:

Bath # ____:

Bath # ____:

Bath # ____:

AVID REVISED 6/24 (PAGE 2 OF 3)

Buyer's Initials ____/____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 2 OF 3)

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Sample

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Other: _____

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): _____

Exterior Building and Yard - Front/Sides/Back: _____

Other Observed or Known Conditions Not Specified Above: _____

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Keller Williams Bay Area Estates

Inspection Performed By (Name of individual agent or broker): Brian Schwatka

Inspection Date/Time: _____ Weather conditions: _____

Other persons present: _____

By _____ Date _____

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ Buyer One Date _____

Buyer _____ Buyer Two Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller _____

Real Estate Broker (that did NOT fill out this AVID) Keller Williams Bay Area Estates

By _____ Brian Schwatka Date _____

(Associate Licensee or Broker Signature)

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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Sample



If a seller is signing on behalf of a trust, corporation, or other entity, this form verifies their authority to act in that capacity. It ensures that the person signing the real estate documents has the legal right to do so.

34

Trust Advisory (TA) (2 pages)

When a property is owned by a trust, this advisory explains how selling a trust-owned property differs from a standard sale. It clarifies the trustee's responsibilities and any special requirements that may apply.

 CALIFORNIA ASSOCIATION OF REALTORS®	TRUST ADVISORY For Properties Being Sold by the Trustee of a Trust (C.A.R. Form TA, Reviewed 6/25)
Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.	
1. SELLER MAY BE EXEMPT FROM THE FOLLOWING:	
A. (1) Disclosure Statements: Seller, unless specified in paragraph 1A(2), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1. (2) If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. <u>Seller must complete, sign and provide Buyer with a TDS if (i) the Seller is a natural person, AND (ii) the trust is a revocable trust, AND (iii) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.</u> B. Other Exemptions: Unless paragraph 1A(2) applies, Seller is exempt from providing Buyer with a Mello- Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code § 1102 et seq. and completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form. C. Exempt Seller Disclosures: Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.	
2. SELLER MUST COMPLY WITH THE FOLLOWING:	
A. Known Material Fact Disclosures: Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed. B. Hazard Zones: Seller is <u>not exempt</u> from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States. C. Smoke Alarms: The sale is <u>not exempt</u> from the State requirements that, for residential one to four units, operable smoke alarms (smoke detectors) be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance. D. Water Heaters: The sale is <u>not exempt</u> from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer. E. Lead-based Paint: The Seller is <u>not exempt</u> from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead in Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978. F. Carbon Monoxide Devices: The sale is <u>not exempt</u> from the State requirement that for all dwelling units in a residential one to four unit property, the owner must install a carbon monoxide device approved and listed by the State Fire Marshal in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage. G. Water Conserving Plumbing Fixtures: The Sale is <u>not exempt</u> from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.	
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TRUST ADVISORY (TA PAGE 1 OF 2)	
KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Brian Schwatka	Phone: 408.499.9561 Fax: 408.499.9562 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com
 EQUAL HOUSING OPPORTUNITY	

H. Tax Withholding: The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

I. Megan's Law Database Disclosure: The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

3. OTHER CONSIDERATIONS:

A. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

B. Death: If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. BROKERS:

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has received a copy of this Trust Advisory, and each has read and understands its terms.

Seller _____ **Seller One** Date _____

Seller _____ **Seller Two** Date _____

AT TIME OF LISTING

Real Estate Broker Sample Real Estate Services

By _____ **Agent for the Sellers** Date _____

AT TIME OF SALE

Buyer _____ **Buyer One** Date _____

Buyer _____ **Buyer Two** Date _____

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TRUST ADVISORY (TA PAGE 2 OF 2)

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Sample



Square Foot and Lot Size Advisory (SFLS) (1 page)

This advisory provides information about square footage and lot size, reminding buyers and sellers to independently verify these details as discrepancies may exist.

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

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 Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller Seller One Date _____

Seller Seller Two Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer Buyer One Date _____

Buyer Buyer Two Date _____

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SFLS REVISED 12/24 (PAGE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (SFLS PAGE 1 OF 1)

KW Bay Area Estates, 16788-A Lark Avenue Las Gatas CA 95032 Brian Schwatka	Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: www.lwtf.com	Sample
---	--	--------------------------------------	-----------------------

Blank page for notes if needed:

Seller's Affidavit of Non-Foreign Status (FIRPTA) (2 pages each)

This document ensures compliance with the Foreign Investment in Real Property Tax Act (FIRPTA). It confirms whether the seller is a U.S. citizen or resident. If the seller is a foreign person, the buyer may be required to withhold a portion of the sale price for tax purposes.

 CALIFORNIA ASSOCIATION OF REALTORS®	SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA) (Use a separate form for each Transferor) (C.A.R. Form AS, Revised 6/25)				
1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS: Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent). 2. SELLER'S INFORMATION: <u>123 Main St.</u> ("Property") A. PROPERTY ADDRESS (property being transferred): <u>Anywhere, CA 12345</u> ("Transferor") B. TRANSFEROR'S NAME: _____ C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR. 3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA): A. ☐ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation. B. ☐ (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations. 4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER: A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA (1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed. (2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer. B. ☐ TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer. 5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED) A. Social Security No., or Federal Employer Identification No. (TIN) _____ B. Address _____ (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.) C. Telephone Number _____ 6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662 I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both. By _____ Date _____ (Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust). Typed or printed name _____ Title (If signed on behalf of Entity Transferor) _____ Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability. Buyer _____ <u>Buyer One</u> Date _____ (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). Buyer _____ <u>Buyer Two</u> Date _____ (Buyer acknowledges receipt of a Copy of this Seller's Affidavit). IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board. ©2025, California Association of REALTORS®, Inc. AS REVIEWED 6/25 (PAGE 1 OF 2) SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2) <table border="1"><tr><td>KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Brian Schwatka</td><td>Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201</td><td>Fax: www.lw.com</td><td>Sample</td></tr></table>		KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Brian Schwatka	Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: www.lw.com	Sample
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For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)

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Market Conditions Advisory (MCA) (2 pages)

This disclosure educates buyers and sellers about current real estate market conditions, including factors like fluctuating home prices, competition, and interest rates. It helps parties understand that market conditions can impact property values and negotiations.

	CALIFORNIA ASSOCIATION OF REALTORS®	MARKET CONDITIONS ADVISORY (C.A.R. Form MCA, Revised 6/24)
1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions. 2. BUYER CONSIDERATIONS: A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances. B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) if the property does not appraise at a certain value; (iii) if the Buyer is dissatisfied with the property's condition after an inspection; (iv) if an insurance policy cannot be obtained for an acceptable cost; or (v) for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up: (1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller. (2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value. (3) INVESTIGATION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.		
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MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)		
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- (4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

- C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

- D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

- 3. SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____
Buyer One
Buyer _____ Date _____
Buyer Two
Seller _____ Date _____
Seller One
Seller _____ Date _____
Seller Two

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MCA REVISED 6/24 (PAGE 2 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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Statewide Buyer and Seller Advisory (SBSA) (15 pages)

The SBSA is a comprehensive document covering important issues buyers and sellers should be aware of, including environmental hazards, neighborhood conditions, and the importance of inspections. It provides general guidance about real estate transactions. All 15 pages, not included..

 CALIFORNIA ASSOCIATION OF REALTORS®	STATEWIDE BUYER AND SELLER ADVISORY (This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached) (C.A.R. Form SBSA, Revised 6/24)				
BUYER RIGHTS AND DUTIES: • The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers. • You should conduct thorough investigations of the Property both personally and with appropriate professionals. • If professionals recommend further inspections, you should contact qualified experts to conduct such inspections. • You should retain your own professional even if Seller or Broker has provided you with existing reports. • You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures or information. • You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions. • If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS. SELLER RIGHTS AND DUTIES: • You have a duty to disclose material facts known to you that affect the value or desirability of the Property. • You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement. • This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures. BROKER RIGHTS AND DUTIES: • Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it. • For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals. • Many defects and conditions may not be discoverable by a Broker's visual inspection. • If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing. • If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein. • Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties. LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER: • You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange. • The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other. ©2024, California Association of REALTORS®, Inc. SBSA REVISED 6/24 (PAGE 1 OF 15) STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15) <table border="1"><tr><td>KW Bay Area Estates, 16788-A Lark Avenue, San Jose, CA 95132 Brian Schwatka</td><td>Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com</td><td>Fac: www.lwof.com</td><td>Sample</td></tr></table>		KW Bay Area Estates, 16788-A Lark Avenue, San Jose, CA 95132 Brian Schwatka	Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com	Fac: www.lwof.com	Sample
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TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 9-10	Pages 10-11	Pages 11-12	Pages 13-14	Page 15

	Page		Page
1. Accessory Dwelling Units	5	35. Marketing; Internet Advertising; Internet Blogs; Social Media	14
2. Arbitration	12	36. Mediation	12
3. Building Permits, Zoning and Code Compliance	5	37. Megan's Law Database Disclosure	11
4. Buyer Intended Future Use	6	38. Mold	3
5. California Fair Plan	6	39. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions	9
6. Community Enhancement and Private Transfer Fees	13	40. Neighborhood Noise Sources	9
7. Death on the Property	10	41. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts	8
8. Earthquake Fault Zones and Seismic Hazard Zones	10	42. Non-Confidentiality of Offers	12
9. Easements, Access and Encroachments	2	43. Notice of Your Supplemental Property Tax Bill	11
10. Electrification of Energy Source	11	44. Online or Wire Funds Transfers	12
11. Electronic Signatures	11	45. Owner's Title Insurance	7
12. Environmental Hazards	3	46. PACE Loans and Liens	14
13. EPA's Lead-Based Paint Renovation, Repair and Painting Rule	10	47. Pets and Animals	4
14. Escrow Funds	12	48. Preliminary Title Report	5
15. Fire Hardening, Defensible Space, and Wildfire Disasters	5	49. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting	10
16. Fire Hazards	10	50. Recording Devices	14
17. FIRPTA/California Withholding	10	51. Re-Keying	14
18. Flood Hazards	11	52. Rent and Eviction Control Laws and Ordinances	8
19. Formaldehyde	3	53. Retrofit, Building Requirements, and Point of Sale Requirements	8
20. Future Repairs, Replacements and Remodels	6	54. Schools	9
21. General Recall/Defective Product/Class Action Information	13	55. Sea Level Rise	10
22. Geologic Hazards	3	56. Septic Systems	4
23. Golf Course Disclosures	9	57. Short Term Rentals and Restrictions	8
24. Heating Ventilating and Air Conditioning Systems	6	58. Signing Documents Electronically	11
25. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement	6	59. Soil and Geologic Conditions	4
26. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval	13	60. Solar Panels and Net Energy Metering	14
27. Home Warranty	12	61. Square Footage, Lot Size, Boundaries and Surveys	4
28. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12	62. Swimming Pool, Security and Safety	8
29. Inspections	3	63. Underground Pipelines and Utilities	9
30. Insurance, Title Insurance and Title Insurance After Foreclosure	6	64. Views	8
31. Land Lease	7	65. Water Intrusion	4
32. Legal Action	13	66. Water Shortages and Conservation	8
33. Liquidated Damages	12	67. Well and Water System(s)	5
34. Marijuana and Methamphetamine Labs	7	68. Wildlife	9
		69. Wood Balconies, Stairs, and Other Structures	14
		70. Wood Destroying Pests	5
		71. Zone Maps May Change	11

A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

SBSA REVISED 6/24 (PAGE 2 OF 15)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 15)

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Lead-Based Paint and Lead-Based Paint Hazards Disclosure (2pages)

Federal law requires sellers of homes built before 1978 to disclose any known presence of lead-based paint. Buyers must be given a lead disclosure form, a lead hazard pamphlet, and an opportunity to conduct an inspection if they choose.

	CALIFORNIA ASSOCIATION OF REALTORS®	LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form LPD, Revised 12/24)
The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated _____, on property known as: <u>123 Main St., Anywhere, CA 12345</u> ("Property") in which <u>Buyer One, Buyer Two</u> is referred to as Buyer or Tenant and <u>Seller One, Seller Two</u> is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."		
LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.		
LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.		
EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.		
1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:		
A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____ _____ _____		
B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____ _____ _____		
C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." For Sales Transactions Only, Buyer has 10 days unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.		
I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.		
Seller or Housing Provider <u>Seller One</u>		Date _____
Seller or Housing Provider <u>Seller Two</u>		Date _____
© 2024, CALIFORNIA ASSOCIATION OF REALTORS®, INC. LPD REVISED 12/24 (PAGE 1 OF 2)		
Buyer's/Tenant's Initials _____ / _____		
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 1 OF 2)		
KW Bay Area Estates, 16780-A Lark Avenue, Los Gatos, CA 95032 Brian Schwatka	Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwtx.com	Phone: 408-499-9561 Fax: _____ www.bayoff.com
		Sample

Property Address: 123 Main St., Anywhere, CA 12345

Date _____

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Sample Real Estate Services

Agent (Broker representing Seller or Housing Provider)
(Please print)

By _____

Associate-Licensee or Broker Signature
Agent for the Sellers

Date _____

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above
(2) (if initialed) _____ / _____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.
- B. I have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
- C. **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**
- D. **For Sales Transactions Only:** Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant
Buyer One

Date _____

Buyer or Tenant
Buyer Two

Date _____

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Sample Real Estate Services

Agent (Broker obtaining the Offer)
(Please print)

By _____

Associate-Licensee or Broker Signature
Agent for the buyers

Date _____

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LPD REVISED 12/24 (PAGE 2 OF 2)



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)

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Sample

Water Heater and Smoke Detector Statement of Compliance (WHSD) (1 page)

This disclosure confirms that the home's water heater is properly strapped to prevent movement in an earthquake and that smoke detectors are installed as required by law.

 CALIFORNIA ASSOCIATION OF REALTORS®	WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 12/23)
Property Address: <u>123 Main St., Anywhere, CA 12345</u>	
NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.	
WATER HEATER STATEMENT OF COMPLIANCE	
1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211(d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake. 2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property. 3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development. 4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.	
Seller _____	<u>Seller One</u> Date _____
Seller _____	<u>Seller Two</u> Date _____
The undersigned hereby acknowledge(s) receipt of a copy of this document.	
Buyer _____	<u>Buyer One</u> Date _____
Buyer _____	<u>Buyer Two</u> Date _____
SMOKE ALARM STATEMENT OF COMPLIANCE	
1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room. 2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property. 3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD). 4. EXCEPTIONS: Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement. 5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).	
Seller _____	<u>Seller One</u> Date _____
Seller _____	<u>Seller Two</u> Date _____
The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Alarm Statement of Compliance.	
Buyer _____	<u>Buyer One</u> Date _____
Buyer _____	<u>Buyer Two</u> Date _____
© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.	
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WHSD REVISED 12/23 (PAGE 1 OF 1)	
WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)	
K/W Bay Area Estates, 16789-A Lark Avenue Las Gatas CA 95032 Phone: 408-499-9561 Fax: _____ Brian Schwatka Produced with Lone Wolf Transactions (pfpForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com Sample	

This form informs buyers that California law requires homes to have water-efficient plumbing fixtures and carbon monoxide detectors. It does not require sellers to make upgrades but ensures buyers are aware of these regulations.

Brian Schwatka: Cell/Text: 408-499-9561 email: Brian@StayOrGoHomeowner.com

Wire Fraud and Electronic Funds Transfer Advisory (WFA)

Is a notice that educates real estate buyers, sellers, and professionals about the risks of wire fraud in financial transactions. The advisory emphasizes verifying wiring instructions through direct communication, using secure methods, and being cautious of last-minute changes. Since wire fraud losses are often irreversible, the WFA serves as a critical warning to ensure all parties take necessary precautions to protect their funds.

 CALIFORNIA ASSOCIATION OF REALTORS®	WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 6/25)
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:	
The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception. While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.	
ACCORDINGLY, YOU ARE ADVISED:	
1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction. 2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions. 3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds. 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider. 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.	
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information: Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565 National White Collar Crime Center: http://www.nw3c.org/ On Guard Online: https://www.onguardonline.gov/	
NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.	
The term "Housing Provider" also includes Landlord or Rental Property Owner.	
By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.	
Buyer/Tenant _____	Buyer One Date _____
Buyer/Tenant _____	Buyer Two Date _____
Seller/Housing Provider _____	Seller One Date _____
Seller/Housing Provider _____	Seller Two Date _____
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WFA REVIEWED 6/25 (PAGE 1 OF 1)	
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)	
3100 Bay Area Estates, 14789-A Lark Avenue Los Gatos CA 95032 Brian Schwatka	Phone: 408-499-9561 Fax: _____ Produced with Lone Wolf Transactions (pdfForm Edition) 717 N Harwood St, Suite 2000, Dallas, TX 75201 www.lonewolf.com

Homeowners Guide to Hazards and Earthquake Safety (1 page):

This guide provides information to homeowners about potential hazards and earthquake safety measures. It may include tips on how to prepare for earthquakes and other natural disasters.

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety* (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:

☐ Helpful	☐ Clearly written
☐ Too detailed	☐ Confusing
☐ Not detailed enough	

☐ The booklet helped me to locate earthquake weaknesses in my home.
☐ I have strengthened my home to resist earthquakes.
☐ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was _____.

Comments: _____

We Want To Hear From You!
California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 123 Main St., Anywhere, CA 12345

Date _____	Time _____	(Buyer's signature) _____	<u>Buyer One</u>
			(printed name)
Date _____	Time _____	(Buyer's signature) _____	<u>Buyer Two</u>
			(printed name)
Date _____		<u>Agent for the buyers</u>	<u>Sample Real Estate Services</u>
		(Buyer's Agent's signature) _____	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS
California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: 123 Main St., Anywhere, CA 12345

Date _____	Time _____	(Seller's signature) _____	<u>Seller One</u>
			(printed name)
Date _____	Time _____	(Seller's signature) _____	<u>Seller Two</u>
			(printed name)
Date _____		<u>Agent for the Sellers</u>	<u>Sample Real Estate Services</u>
		(Seller's Agent's signature) _____	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS
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KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032
Brian Schwatka
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
Phone: 488-499-9561
Fax: _____
Revised 09/10 Official C.A.R. * Publication 09/10
Sample

Notice of Your Supplemental Property Tax Bill (SPT) (1 page)

This advisory warns buyers that after purchasing a home, they may receive a supplemental property tax bill from the county based on the new assessed value. This is separate from the regular property tax bill.

	NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL (C.A.R. Form SPT, 12/21)
Name of Buyer(s) <u>Buyer One, Buyer Two</u>	
Property Address <u>123 Main St.</u>	
<u>Anywhere, CA 12345</u>	
Pursuant to Civil Code § 1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":	
"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any question concerning this matter, please call your local Tax Collector's Office." Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".	
Buyer _____	Date _____
<u>Buyer One</u>	
Buyer _____	Date _____
<u>Buyer Two</u>	
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SPT 12/21 (PAGE 1 OF 1)	
NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL (SPT PAGE 1 OF 1)	
KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Brian Schwatka	Phone: 408-499-9561 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.besllf.com
Fax:	Sample

Residential Fireplace Disclosure (1 page)

This form informs buyers whether any fireplaces in the home comply with local air quality regulations. Certain areas in California restrict the installation of non-compliant wood-burning fireplaces.



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

Compliance Advisory

March 15, 2016 (Updated 1/8/2021)

Regulation 6, Rule 3: Wood-Burning Devices

Guidance for Residential Fireplace Disclosures

Attention: Anyone Selling, Renting or Leasing Property

Regulation 6, Rule 3, Section 304 requires anyone who is selling, renting or leasing property in the nine-counties of the Bay Area that has a wood-burning device to disclose health hazards of PM2.5. On November 20, 2019, the Bay Area Air Quality Management District (Air District) adopted amendments to Regulation 6, Rule 3: Wood-Burning Devices to further reduce fine particulate emissions (PM2.5) by extending a burn ban year-round when a Spare the Air Alert is in effect. These health protective measures address high levels of fine particulate pollution that occur during wildfires.

To comply with the requirements of the rule, the Air District updated the enclosed "Residential Fireplace Disclosure." Disclosures must be signed and dated by the buyer or renter upon receipt. Additional information on the health hazards of burning wood may be considered if approval is obtained from the Air District.

For a copy of Regulation 6, Rule 3 please visit: <https://www.baaqmd.gov/rules-and-compliance/current-rules>

For questions regarding this compliance advisory, please contact the Air District at: compliance@baaqmd.gov or 415-749-4999.

RESIDENTIAL FIREPLACE DISCLOSURE

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wood smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure.

The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Spare the Air - Mandatory Burn Ban, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Spare the Air is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Buyer's Homeowners Association Advisory (BHAA) (2 pages):

If the home is part of a homeowners association (HOA), this advisory explains the importance of reviewing HOA documents, including rules, fees, and financial statements, to understand the obligations and restrictions of living in the community.

	CALIFORNIA ASSOCIATION OF REALTORS®	BUYERS HOMEOWNERS' ASSOCIATION ADVISORY (C.A.R. Form BHAA, 6/24)
California Civil Code section 4525 requires sellers of condominiums and other common interest or planned unit developments ("CID") to provide buyers with governing, financial, and other documents and information created and maintained by a Homeowners Association ("HOA"). These documents may be quite lengthy, causing buyers not to take the time to make a careful review of all HOA materials. Before deciding to proceed with the purchase transaction, it is critical that buyers carefully review all HOA documents to determine for themselves if the property they are acquiring meets their current and future needs for use and enjoyment of the property. As part of this review, Buyer should also consider if any of the documentation has not been provided, is incomplete, or missing.		
BUYER: YOU ARE STRONGLY ADVISED BY YOUR BROKER TO REVIEW ALL HOMEOWNER ASSOCIATION DOCUMENTS WITH APPROPRIATE PROFESSIONALS, IF NECESSARY, TO UNDERSTAND THEIR CONTENTS. YOU ARE FURTHER ADVISED TO CAREFULLY REVIEW THE PRELIMINARY TITLE REPORT TO DETERMINE ALL THE RECORDED DOCUMENTS RELATED TO HOMEOWNERS ASSOCIATIONS, WHICH COULD INCLUDE, BUT ARE NOT LIMITED TO, DEED RESTRICTIONS AND THE EXISTENCE OF MULTIPLE HOAs AFFECTING THE PROPERTY. THESE DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT YOUR CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.		
All HOA documents and disclosures are important, however, the following are often areas of concern for buyers of property located in a CID.		
1. Covenants, Conditions, and Restrictions ("CC&Rs"): The CC&Rs are the main governing document of the HOA. Generally, the CC&Rs describe the property rights, duties, and obligations of the HOA and the individual members. CC&Rs are formal documents recorded with the County Recorder and are extremely difficult to amend or change. 2. Bylaws, Rules and Regulations: Bylaws address the governance and operation of the HOA, including voting and election requirements, the number of directors and their term length, how and when meetings are held, and the meeting procedures. If promulgated by the HOA, the Rules and Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting common area usage, expenses, etc. 3. Minutes: HOAs are required to prepare Minutes of Board of Directors' Meetings detailing past, current, and future (proposed) events, issues, and expenses such as existing or planned litigation, repairs, improvements or needed change in the dues and/or additional assessments. They reflect the decisions and reasons for those decisions, but are not a transcript of the meetings. The Minutes are often the best source of information regarding issues related to the common areas, the individual units, special and increased assessments, and the ability to use and enjoy the property after escrow closes. 4. Financial Information: The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments, and Emergency Assessments. The financial status of HOA could impact the future costs of owning the property.		
Reserves: Buyers should determine if reserves are properly and adequately funded and if there are many homeowners who are delinquent on payments for dues and assessments. Generally, associations are required to prepare a reserve study, and, at least every three years, cause to be conducted a reasonably competent and diligent visual inspection.		
Wood Balconies, Stairs and Other Structures; Reserve Requirements: Prior to January 1, 2025, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.		
Pending and Future Assessments: The Minutes and the HOA disclosure form itself may contain critical information and comments regarding pending or future assessment.		
Special or Emergency Assessments: Buyers need to know if special or emergency assessments are currently due in full or whether they are due only in monthly installments. If it is not clear, buyer should request clarification from the HOA. The Purchase Agreement will determine whether the assessment payment will be paid by the seller at Close of Escrow, or whether the payments are prorated, and the buyer will be responsible for the monthly payments after Close of Escrow.		
There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA for a fee which is typically \$300.00 to \$500.00 depending upon the services to be provided and the extent of the HOA documentation. Real estate licensees are not qualified to assess the financial viability of any HOA.		
<u>If you have any questions or concerns about the financial status, strength, or stability of the HOA, contact your accountant who may be able to provide a professional assessment of the HOA's finances.</u>		
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BHAA 6/24 (PAGE 1 OF 2)		Buyer's Initials _____ / _____
BUYERS HOMEOWNERS' ASSOCIATION ADVISORY (BHAA PAGE 1 OF 2)		
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		Sample

5. **Rental Restrictions:** The HOA may have restrictions and/or prohibitions on your ability to rent your unit. These restrictions may be based on the number/percentage of units that are allowed to be rented, and the approval process associated with rentals. The HOA may also put restrictions on the ability to enter into a short term rental. Some HOAs have even gone so far as to completely prohibit rentals for all new owners; however, a 2021 law requires HOAs to allow at least 25% of the units to be rented or leased regardless of what the HOA governing documents state. In addition to the HOA restrictions, the city may also impose rental control and eviction control ordinances that may impact your decisions to rent the unit. You should investigate these issues with the HOA and the appropriate government authority to determine whether this property meets your needs. These restrictions may affect your decision to purchase the Property.
6. **Lending Considerations:** Lenders may have certain qualifications that are required from the HOA before they provide financing on your purchase. Many lenders will require the HOA to provide a lender certification document, providing information regarding the HOA. Additionally, lenders will generally require the HOA to have a general insurance policy covering the HOA, which has become less available and more costly in California due to rising replacement costs and an increase in natural disasters. They may require a certain percentage of owner occupied units within the HOA. Further, if you are seeking a FHA or VA loan, the lender may require the HOA to FHA/VA approved prior to making a loan. You should inquire with your lender and the HOA to determine what will be required in order to obtain financing.
7. **Noise:** Due to noise and other factors, HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. You should directly contact the HOA Board to determine whether the property can be used for your intended purposes. You should also determine whether the property meets your subjective personal preferences and needs.
8. **Common Areas:** Those portions of a CID that are not wholly owned by the individual homeowners are designated as "Common Areas". Usually, the CC&Rs and/or the Bylaws will define what constitutes the Common Areas, how they are used, who gets to use them, and who is responsible for maintenance. Some Common Areas may be available for use by all members and their guests, such as a lobby or garden. However, some Common Areas may be "Restricted" or "Exclusive Use" Common Areas with access limited to certain homeowners (this is often true with swimming pools and spas especially when there are multiple HOAs within a CID), or may be restricted to just one homeowner, such as a roof, deck, balcony, or patio. In some instances, the homeowner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
9. **Parking and Storage:** You should determine for yourself whether the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) that are designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses of the property.
10. **Litigation:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive, and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. Such litigation may also impact the willingness of lenders to make a loan secured by the property, and buyer's ability to obtain a loan to purchase the property.
11. **Special Needs:** HOA documents may limit the number and size of animals allowed in units. Fair Housing Laws may impact the effect of such rules on "service" and/or "companion" animals. HOAs on their own, or because of local ordinances, may limit or completely ban smoking and/or vaping in common areas or units. The ability for new buyers to rent units and/or to operate any type of business may also be limited or completely forbidden. Therefore, it is important that you review all HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.
12. **Brokers:** Real estate licensees who forward HOA documentation to you have not verified and will not verify either the information provided or the completeness or accuracy of the documentation unless they agree to do so in writing.

The undersigned Buyer acknowledges receipt of this 2-page Advisory.

Buyer: _____ Date: _____

Buyer One

Buyer: _____ Date: _____

Buyer Two

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BHAA 6/24 (PAGE 2 OF 2)



BUYERS HOMEOWNERS' ASSOCIATION ADVISORY (BHAA PAGE 2 OF 2)

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Fire Hardening and Defensible Space Advisory/Addendum (FHDS) (2 pages)

For homes in high wildfire risk areas, this disclosure informs buyers about fire safety measures, including requirements for defensible space around the property and home hardening upgrades that may be needed.

 CALIFORNIA ASSOCIATION OF REALTORS®		FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (C.A.R. Form FHDS, Revised 6/25)	
This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other ☐ ("Agreement").			
dated _____, on property known as <u>123 Main St., Anywhere, CA 12345</u>		("Property").	
in which <u>Buyer One, Buyer Two</u>		is referred to as Buyer,	
and <u>Seller One, Seller Two</u>		is referred to as Seller.	
1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B , there is no requirement to complete the subsequent applicable paragraphs.			
A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B AND 2C .			
B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED .			
C. Fire Hazard Severity Zone Status: 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. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on Cal Fire's website at https://www.fire.ca.gov/dspace/ .			
2. FIRE HARDENING DISCLOSURE ☐ Property is built on or after January 1, 2010. Paragraphs 2B and 2C do not have to be completed:			
A. FIRE HARDENING STATUTORY 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 .			
B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers (Seller is not obligated to explain or clarify their responses to questions 2B(1)-2B(6), whether they answer "yes" or "no." Voluntary explanation/clarification is permitted but not required)...			
(1) 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		☐ Yes ☐ No	
(2) Roof coverings made of untreated wood shingles or shakes		☐ Yes ☐ No	
(3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck		☐ Yes ☐ No	
(4) Single pane or non-tempered glass windows		☐ Yes ☐ No	
(5) Loose or missing bird stopping or roof flashing		☐ Yes ☐ No	
(6) Rain gutters without metal or noncombustible gutter covers		☐ Yes ☐ No	
Explanation/Clarification: _____			
C. LIST OF LOW COST RETROFITS: The following is a list of low cost retrofits developed and listed by the California Department of Forestry and Fire Protection (CAL FIRE) and the California Governor's Office of Emergency Services (OES). More information on home hardening is available at readyforwildfire.org . A list of low cost retrofits with dynamic links can be found at https://readyforwildfire.org/wp-content/uploads/2025/04/Low-Cost-Retrofit-Flyer-Handout.pdf .			
Have you (Seller) completed any of the following low-cost retrofits during the time you have owned the property? (If the retrofit was partially completed or only applied to a portion of the identified feature, or if similar work was performed, or if your response below needs clarification, provide the explanation/clarification below. If you are unsure if the retrofit item was completed or satisfied the conditions specified, check "No", and provide any explanation/clarification below.)			
(1) Roof replaced with Class A fire-rated roof		☐ Yes ☐ No	
(2) Spaces between roof covering and sheathing blocked with non-combustible materials (bird stops)		☐ Yes ☐ No	
(3) Installation of noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter		☐ Yes ☐ No	
(4) Covered chimney and stovepipe outlets with a noncombustible corrosion-resistant metal mesh screen (spark arrestor), with 3/8 inch to 1/2 inch openings		☐ Yes ☐ No	
(5) Install ember and flame-resistant vents		☐ Yes ☐ No	
(6) Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces		☐ Yes ☐ No	
(7) Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot		☐ Yes ☐ No	
(8) Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C		☐ Yes ☐ No	
(9) Replace windows with multi-paned windows that have at least one pane of tempered glass		☐ Yes ☐ No	
(10) Replace siding or deck using compliant noncombustible, ignition-resistant, or other OSFM Wildland Urban Interface (WUI) Products		☐ Yes ☐ No	
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FHDS REVISED 6/25 (PAGE 1 OF 2)			
FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM (FHDS PAGE 1 OF 2)			
K/W Bay Area Estates, 14700-A Lark Avenue Los Gatos CA 95032 Brian Schwatka		Phone: 408-499-9561 Fax: _____ Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwtrf.com Sample	

- (11) Cover openings to operable skylights with a noncombustible metal mesh screen with openings in the screen not to exceed 1/8 inch. ☐ Yes ☐ No
- (12) Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material. ☐ Yes ☐ No
- Explanation/Clarification: _____

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met; the Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

A. LOCAL COMPLIANCE REQUIREMENTS: The Property ☐ IS, ☐ is NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)

B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:

(1) Seller is UNWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.

OR (2) ☐ Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.

OR (3) ☐ Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.

C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:

(1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*

OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.

OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.

OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain documentation of compliance prior to the time for Buyer's final verification of condition.

OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;

OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.

D. The local agency from which a copy of the documentation in paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6), as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if 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 Defensible Space Inspector").

4. ☐ FINAL INSPECTION REPORT DISCLOSURE: The Property was newly constructed, or was rebuilt following damage by a fire and the construction required a permit, and Seller has obtained a final inspection report addressing compliance with home fire hardening recommended building standards as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and Buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature below, and the answers on paragraph 2C are accurate. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller _____ **Seller One** Date _____
 Seller _____ **Seller Two** Date _____

By signing below, Buyer acknowledges that they have received a copy of this Fire Hardening and Defensible Space Disclosure and Addendum, and they have read and understand the form and agree to the terms in paragraph 3C.

Buyer _____ **Buyer One** Date _____
 Buyer _____ **Buyer Two** Date _____

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FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)

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Defensible Space Decision Tree (DSDT) (2 pages)

The purpose of this form is to help a seller complete Paragraph 3 of the FHDS.

 CALIFORNIA ASSOCIATION OF REALTORS®		DEFENSIBLE SPACE DECISION TREE (C.A.R. Form DSDT, 6/22)	
The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS. Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED. If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.			
Step	Question	Direction	Additional information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	☐ If Yes, check the "IS" box in 3A and then go to step 2. ☐ If No, check the "is NOT" box in 3A and then go to step 4. - If seller does not know, see the next column and find out.	How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure. - Contact your local fire marshal; - Contact CalFire @ https://www.fire.ca.gov/dspace/ - Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	☐ If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3. ☐ If No, paragraph 3B(1) applies and go to step 3.	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	☐ If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM. ☐ If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM. ☐ If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM. ☐ If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM. - If Yes, go to step 3.1.	If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

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DSDT 6/22 (PAGE 1 OF 2)

DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 1 OF 2)

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	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance?	☐ If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. ☐ If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM.	If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4	(No local law applies) Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	☐ If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. ☐ If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1.	If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance?	☐ If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM.	If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>);
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>).

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DDST 6/22 (PAGE 2 OF 2)

DEFENSIBLE SPACE DECISION TREE (DDST PAGE 2 OF 2)

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Wildfire Disaster Advisory (WFDA) (2 pages)

This advisory educates buyers on the risks of wildfires in California, including evacuation plans, insurance considerations, and available resources for disaster preparedness.

 CALIFORNIA ASSOCIATION OF REALTORS®	WILDFIRE DISASTER ADVISORY (For use with properties in or around areas affected by a wildfire) (C.A.R. Form WFDA, Revised 12/25)
1. WILDFIRE DISASTERS: Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California. 2. WILDFIRE DISASTER CONCERNS AND ISSUES: The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster. Concerns and issues include, but are not limited to: A. Insurance-related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible; B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements; C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire; D. Local, state and federal requirements for cleanup and building approvals; E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended; F. Timelines, costs and requirements when obtaining required permits for building and utilities installation; G. Availability of and access to electricity, gas, sewer and other public or private utility services; H. Water delivery/potability; septic and/or sewer design; requirements and construction costs; I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition; J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents. 3. BUYER/TENANT ADVISORIES: Buyer/Tenant, you are hereby advised: A. To check early in your transaction to determine if you are able to obtain insurance on the property. B. To investigate to your own satisfaction any and all of your concerns about the intended use of the property. C. That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities. D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area. E. That some insurers have reduced or cancelled offerings for fire insurance, or have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals. F. That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, you may be in breach of the purchase or rental agreement. 4. RESOURCES: Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice. A. California Department of Insurance "Wildfire Resource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357 B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources https://wildfire.recovery.ca.gov/ C. California Department of Forestry and Fire ("Cal Fire") https://calfire.ca.gov/ and https://www.readyforwildfire.org/ D. California Department of Transportation https://dot.ca.gov/ E. California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#RC1 F. American Institute of Architects "Wildfire Recovery Resources" https://aia.org/pages/165776-wildfire-recovery-resources 1. "Hardening for Wildfire Resilience" https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/ 2. "Component Fire Relief and Recovery Resources" at https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery-resources/ G. Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources. 5. FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY: A. DISCLOSURE AND COMPLIANCE: California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a high or very high fire hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements. B. WHERE TO LOCATE INFORMATION: Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. 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. This information may also be available through a local agency where this information should have been filed.	
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WILDFIRE DISASTER ADVISORY (WFDA PAGE 1 OF 2) KW Bay Area Estates, 14790-A Lark Avenue, Los Gatos, CA 95032 Brian Schwatka Phone: 408-999-9561 Produced with Lone Wolf Transactions (zipform Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 Fac: brian@stayorhomeowner.com Sample	

- C. POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after Close of Escrow, and does not do so: (i) May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; (ii) May incur increases in property insurance premiums or cancellation of such insurance policies; and (iii) Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.
- D. OPTIONAL DISCLOSURE AND REPORTS:** Even if the property is not in either of the zones specified above, or if the Seller is unable to determine whether the property is in either of those zones, if 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 because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.
- 6. BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant _____ Date _____
Buyer One

Buyer/Tenant _____ Date _____
Buyer Two

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WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)

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Sample

Solar Advisory and Questionnaire (SOLAR) (3 pages):

If the property has solar panels, this disclosure provides details about ownership, lease agreements, warranties, and any ongoing obligations related to the solar system. Buyers are encouraged to review these terms carefully.



SOLAR ADVISORY AND QUESTIONNAIRE
(C.A.R. Form SOLAR, Revised 12/25)

ADVISORY

1. SOLAR OWNERSHIP: Solar power systems may be owned outright, owned with financing, owned with a lien or security interest on the real property, or leased. Many property owners who believe they own their solar power system may not have free and clear ownership of that system. Ownership could be subject to a deed of trust issued to secure a note financing the system or subject to a UCC-1 financing statement filed with the California Secretary of State. The solar power system financing may also be secured by an assessment against the real property that is collected through additional property tax payments for the period of financing (e.g., HERO or PACE). Because this type of financing appears on property tax statements, sellers may be unaware that the financing is secured by a lien on the property. Some owners obtain private lending to purchase a solar power system that is not secured by the real property or by the panels or other equipment attached to it. If the seller intends for these private loans to be paid off as part of a sale, terms may need to be added to the agreement to address this situation.

2. SOLAR EQUIPMENT, LIENS, POWER PURCHASE AGREEMENTS, AND SOLAR LEASES: If a solar power system is owned by the seller, the seller may have the right to remove the system or its components and install them on another property. If the system has been financed and the financing is secured by a lien on the property or the component parts, the seller should consult with the company about both the effect of removal of the system or its components on the lien and the consequence of any damage caused by the removal.

If the solar power system is leased, the seller may be obligated to make fixed or scheduled monthly payments, or be required to purchase all, or a portion, of the solar power generated at an agreed contractual rate from the solar company who may be granted the right to sell any excess energy to the electrical provider company (e.g., PG&E) in accordance with the system's governing regulatory scheme. Payments under such an arrangement can vary depending on the amount of energy created and used.

If the solar power system is leased, a buyer may be permitted to assume the terms of a solar lease but only with the approval of the solar company. Another lease clause may allow the purchase of the solar equipment prior to the end of the lease term or may allow the termination of the lease at cost with no retained ownership of the solar equipment (a "Buyout"). The lease may also contain a clause enabling the purchase of the equipment or the termination of the lease without any pre-agreed cost; in those cases, the cost will be an appraised value determined by the solar company.

Even a leased solar power system may have security interests attached, such as a UCC-1 or fixture filing document recorded in the county where the property is located. In some cases, the lender or lien holder may agree to allow the solar lien to subordinate to, or become secondary to, a new purchase loan. However, in many cases, the holder of the security interest will not release the priority of its security interest which means that the solar loan must either be paid off when the property is sold or that any buyer must purchase without obtaining any new financing.

3. ADVERTISING MATERIAL: All parties are advised that information posted in the Multiple Listing Service ("MLS") or other advertisements that are used to list and market a property for sale do not create contractual agreements. Thus, it is imperative that buyers of property with a solar power system ("Solar Property") receive and carefully review copies of all documents, including any solar agreement, underlying security agreements for owned equipment, or any other material or documentation that the seller possesses prior to the buyer making any final decision regarding the solar power system. Buyers should not simply rely on the information in the MLS or any other advertising material.

4. PURCHASE CONTRACT AND TRANSFER ISSUES: The C.A.R. Purchase Agreements include a contingency for the review of leased or liened items and systems which gives the buyer a right to review any agreements or documents related to any solar power system and to properly evaluate all of the present and future terms and conditions, including the costs of accepting the existing solar power system. The default language provides that the system is being transferred, and the buyer has a contingency to determine whether the buyer is willing or able to assume any lease, lien, or other agreement. If the solar power system is not intended to be transferred with the property, the parties may need to modify the contract.

If a leased or liened system is to be assumed by the buyer, the solar company may take steps to ensure its priority interest against the property and/or the buyer's lender may require a solar endorsement from the title company. If this occurs, escrow could be delayed. Buyers and sellers should be aware that because any buyout or assumption of a solar power system could impact closing escrow, they should consider including a provision in the purchase agreement to allow for the possible extension of the closing date to facilitate dealing with any problems that may arise because of the solar power system.

Buyers and sellers need to investigate and understand the obligations involved with transferring the solar power system. This may require signing paperwork regarding the assumption or transfer of the lease or relating to the lien. Additionally, there may be financial obligations required either to facilitate and close escrow, or that will remain ongoing for the buyer after close of escrow. The seller may have prepaid the lease for a certain period of time, and the buyer will need to understand the obligations that remain under the terms of that lease or the ramifications at the end of the lease. There may be maintenance, power purchase, or other agreements, which could apply even when the seller owns the solar power system outright. When there are financial obligations, it is important to understand the timing of those obligations, and whether they will need to be satisfied prior to close of escrow, at close of escrow, or after close of escrow.

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SOLAR REVISED 12/25 (PAGE 1 OF 3)


EQUAL HOUSING OPPORTUNITY

SOLAR ADVISORY AND QUESTIONNAIRE (SOLAR PAGE 1 OF 3)

KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032
Brian Schwatka

Phone: 408-499-9561
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Fac:
www.bayoff.com

Sample

Property Address: 123 Main St., Anywhere, CA 12345

Date: _____

5. **SOLAR EVALUATION, RECOMMENDATIONS, AND LEGAL ADVICE:** Real estate brokers and their agents are not qualified to evaluate the terms, conditions, and any security interests in a solar power system. They are also not qualified to determine the quality of solar equipment or the impact of any regulatory scheme on the ownership or use of solar equipment. Buyers and sellers of Solar Property should consider retaining the services of a solar photovoltaic system inspector if one is available in the area where the property is located.

Brokers recommend that sellers and buyers of Solar Property exercise diligence in obtaining copies of any contracts, agreements, or other documents related to any possible solar power system security interests as soon as practicable so they can evaluate what needs to be done to facilitate a sale of the property. Sellers of Solar Property, prior to entering into a purchase agreement, should determine if a buyout or loan assumption is available and at what cost or terms so as to make full and complete disclosure to potential buyer and to avoid delays in closing escrow.

Whether or not a solar photovoltaic system inspector is used, buyers and sellers should consult with a qualified California real estate attorney prior to entering into any agreement to purchase or sell Solar Property. That attorney should evaluate the existing solar documentation and properly craft language to be included in the purchase agreement that will best protect the interests of their clients. Real estate brokers and their agents are allowed to prepare standard real estate transaction documents, but they are not qualified to create specialized contract language that may be needed to address the specific issues involved in any specific Solar Property.

QUESTIONNAIRE INSTRUCTIONS

- DISCLOSURE LIMITATION:** The following are representations made by Seller and are not the representations of the Agent(s), if any. These disclosures are not a warranty of any kind by Seller or any agent(s) and are not a substitute for any inspection, investigations, or warranties. Unless otherwise specified in writing, Broker and real estate licensee or other person working with or through Broker has not verified information provided by Seller. If Seller or Buyer wants legal advice, they should consult a qualified California real estate attorney.
- Note to Seller, PURPOSE:** This questionnaire informs Buyer about known material or significant items affecting the solar power system and helps eliminate misunderstandings about the solar power system.
 - If the property has multiple solar power systems, use a separate Solar Questionnaire for each system. For example, if the property has two solar systems, Seller should complete two separate SOLAR forms - one for each system.
 - Answer based on your actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
- Note to Buyer, PURPOSE:** To give you more information about known material facts or significant items affecting the solar power system, and to help to eliminate misunderstandings about the condition of the solar power system.
 - Something that may be material or significant to you may not be perceived the same way by Seller.
 - If something is important to you, put your concerns and questions into writing and send the written information to Seller.
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
 - A "No" answer by Seller means Seller is not aware of the issue; it does not mean that the issue does not exist.
- SELLER AWARENESS:** For each statement starting with paragraph 1 in the Solar Property Questionnaire section, below, answer the question "ARE YOU (SELLER) AWARE OF..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented, unless otherwise specified. Explain any "Yes" answers in the space provided.

SOLAR PROPERTY QUESTIONNAIRE

- OWNERSHIP TYPE AND INFORMATION:** **ARE YOU (SELLER) AWARE OF...**
 - Are you aware of whether the property has multiple solar power systems? (If Yes, use a separate Solar Questionnaire to answer the questions in paragraphs 1-5 for each system.) _____ ☐ Yes ☐ No
 - The solar power system is: ☐ Owned; ☐ Leased; ☐ Other _____
(If solar power system is owned, provide answers to paragraph 4 below. If solar power system is leased, provide answers to paragraph 5 below.)
 - Approximate age of the solar power system? _____ or ☐ Unknown
 - Name of the installation company? _____ or ☐ Unknown
- DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**

Any information, leases, warranties, maintenance or other agreements, reports, inspections, receipts or other documents (regardless of the date prepared) pertaining to the solar power system? _____ ☐ Yes ☐ No

Note: If Yes, provide any such documents in your possession to Buyer.

Explanation: _____
- GENERAL QUESTIONS BASED ON SELLER'S KNOWLEDGE:** **ARE YOU (SELLER) AWARE OF...**
 - Whether the solar power system provides power for only a portion of the property? _____ ☐ Yes ☐ No
 - Whether the house/system is connected to a utility service? _____ ☐ Yes ☐ No
 - If Yes to 3B, what was the date of installation and connection to service? _____ ☐ Yes ☐ No
 - If Yes to 3B, does the connection have net energy metering? _____ ☐ Yes ☐ No
 - If Yes to 3B(2), what tier or rate is related to the net energy metering? _____ ☐ Yes ☐ No
 - If Yes to 3B(2), is there an annual true-up bill from the power company? _____ ☐ Yes ☐ No
 - If Yes to 3B(2)(B), what is the approximate bill amount? \$ _____
 - Whether there is a battery bank or power wall that enables the system to run independent of a utility service (off-grid)? _____ ☐ Yes ☐ No

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SOLAR ADVISORY AND QUESTIONNAIRE (SOLAR PAGE 2 OF 3)

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Sample



Property Address: 123 Main St., Anywhere, CA 12345 Date: _____

D. Whether any portion of the system is installed anywhere other than the roof? _____ Yes ☐ No ☐

(1) If Yes to 3D, where is the system located? _____

(2) If No to 3D, how is the system attached to the roof (on top of the roofing material, to the structure, was any roofing material removed or replaced to install the system)? _____

E. Whether there is any transfer fee or any other fee for change of ownership, regardless of whether the solar power system is owned, leased, or subject to a power purchase agreement? _____ Yes ☐ No ☐

F. Whether there is a maintenance agreement for the solar power system? _____ Yes ☐ No ☐

G. Whether there is a warranty that covers the solar power system? _____ Yes ☐ No ☐
If Yes to 3G, is the warranty transferable? _____ Yes ☐ No ☐

H. Material facts or information (provide details and specifics about the system including, but not limited to, the number of panels, kilowatt size, type of inverter) related to the solar power system? _____ Yes ☐ No ☐

I. Other Obligations, Agreements, or Fees? _____ Yes ☐ No ☐

Explanation: _____

4. ☐ SOLAR POWER SYSTEM IS OWNED AND CONVEYING WITH THE PROPERTY: ARE YOU (SELLER) AWARE OF... ☐ Yes ☐ No

A. Whether the system still has a balance due on any financing? _____ Yes ☐ No ☐

(1) If Yes to 4A, what is the balance? \$ _____

(2) If Yes to 4A, what is the monthly payment due on the financing? \$ _____

(3) If Yes to 4A, is it secured by an interest on title? _____ Yes ☐ No ☐

(4) If Yes to 4A, is the loan transferable to or assumable by Buyer? _____ Yes ☐ No ☐

NOTE: if financing for the solar power system is not secured on title, the agreement may have to be amended for Buyer to be responsible for the balance.

B. Whether there is any other type of lien or encumbrance on title, on a property tax bill or otherwise? _____ Yes ☐ No ☐

C. Whether there is a power purchase agreement (if Yes, complete paragraph 5 below)? _____ Yes ☐ No ☐

Explanation: _____

5. ☐ SOLAR POWER SYSTEM IS SUBJECT TO: ☐ A LEASE; ☐ A POWER PURCHASE AGREEMENT ("PPA") (Check all that apply. If both, provide answers/explanations for both categories.) ARE YOU (SELLER) AWARE OF... ☐ Yes ☐ No

A. The name of the company with the lease or power purchase agreement? _____ Yes ☐ No ☐

If Yes to 5A, what is the name(s)? _____

Lease: _____ PPA: _____

B. The year that the agreement(s) expires? _____ Yes ☐ No ☐

If Yes to 5B, what is the expiration year(s)? _____ (if PPA, _____)

C. The current monthly solar payments? _____ Yes ☐ No ☐

If Yes to 5C, what is the amount? \$ _____ (if PPA, \$ _____)

D. Whether the payment amounts vary from the amount provided in 5C (If Yes, explain how the payments are structured in the future)? _____ Yes ☐ No ☐

Lease: _____ PPA: _____

E. Whether the lease or PPA is transferable to or assumable by Buyer? _____

(1) Lease _____ Yes ☐ No ☐ N/A ☐

(2) PPA _____ Yes ☐ No ☐ N/A ☐

F. Whether the solar power system will be owned at the end of the agreement? _____ Yes ☐ No ☐

(1) If No to 5F, can the equipment be purchased? _____ Yes ☐ No ☐

(2) If Yes to 5F(1), what is the estimated amount that would be due? \$ _____

Explanation: _____

Seller acknowledges that Seller has read, understands and has received a copy of this Solar Advisory and Questionnaire, and Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller.

Seller _____ Seller One Date _____

Seller _____ Seller Two Date _____

Buyer acknowledges that Buyer has read, understands and has received a copy of this Solar Advisory and Questionnaire.

Buyer _____ Buyer One Date _____

Buyer _____ Buyer Two Date _____

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SOLAR ADVISORY AND QUESTIONNAIRE (SOLAR PAGE 3 OF 3)

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Sample





Keller Williams Centric Disclosures:

These disclosures are specific to Keller Williams Bay Area Estates and may include information on affiliated business arrangements, electronic document completion, the scope of broker duty, and general property disclosures like permits, schools, views, and lot size. (Note: The Broker on the other end of your transaction will also have their own Broker-Centric disclosures that you will be signing after we get into contract with them).

Affiliated Business Arrangement Disclosure (3 pages)

>This disclosure addresses any relationships or affiliations that Keller Williams may have with other businesses involved in some real estate transactions. For example, Keller Williams may have an affiliation with a mortgage company or title company. This disclosure is required by the Real Estate Settlement Procedures Act (RESPA) and is intended to inform clients about these relationships, any potential financial interests, and the client's right to choose their own service providers if desired. We will most likely NOT be using any of these providers.

Affiliated Business Arrangement Disclosure Statement		
Thank you for contacting TCGLG, Inc, dba Keller Williams Realty Bay Area Estates and KW Commercial Bay Area Estates ("KW Bay Area Estates"), in connection with the purchase or sale of a home or other property. This is to give you notice that the shareholders ("Shareholders") of KW Bay Area Estates share common ownership and control of Greystone Insurance Agency, LLC, a California limited liability corporation and licensed insurance brokerage. Because of these relationships, a referral to Greystone Insurance Agency, LLC may provide Shareholders, KW Bay Area Estates, or all of them, a direct or indirect financial or other pecuniary benefit. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for purchase/sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.		
COMPANIES	DESCRIPTION	ESTIMATED RANGE OF CHARGES
Greystone Insurance Agency, LLC Provides personalized review and risk assessment for both personal lines and commercial lines of insurance coverage	Preferred Personal Lines Policy Generation	\$0 in Broker Fees
	Standard Personal Lines Policy Generation	\$0 to \$250 in Broker Fees
	Non-Standard Lines Policy Generation	\$0 to \$500 in Brokers Fees
	Commercial Policy Generation	\$0 to \$1,000 in Brokers Fees
Acknowledgment		
I/We have read this disclosure form, and understand that KW Bay Area Estates may refer me/us to the above described settlement service providers and may receive a financial or other benefit as a result of this referral.		
Seller's Signature	Date	Seller's Signature Date
Buyer's Signature	Date	Buyer's Signature Date
Rev. 6/23		
1		

Affiliated Business Arrangement Disclosure Statement

Thank you for contacting TCGLG, Inc, dba Keller Williams Realty Bay Area Estates and KW Commercial Bay Area Estates ("KW Bay Area Estates"), in connection with the purchase or sale of a home or other property. This is to give you notice that the shareholders ("Shareholders") of KW Bay Area Estates and affiliated real estate agents or brokers share common ownership of U.S. RE Advisors, LLC, which owns 100% of RE Mortgage Advisors, LLC, dba RE Mortgage Advisors.

RE Mortgage Advisors is a mortgage broker. The estimated lender fees listed below can vary and could include additional charges depending upon factors such as the loan product you select and the state where the property is located. There may also be other fees or charges relating to services provided by additional third-party settlement service providers. The estimated charges, if any, for the settlement services provided by RE Mortgage Advisors are detailed on the Good Faith Estimate being provided to you by your loan officer.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for purchase/sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANY NAME	CHARGE OR RANGE OF SERVICES
Mortgage Lenders and Brokers who participate in the RE Mortgage Advisors process. These Lenders and Mortgage Brokers provide a full range of residential first mortgage loan products and services, including loan origination, pre-approval, and processing and closing.	Loan Origination Charge 0-3.00% of loan amount (may include 3rd party fees) Loan Discount Fee/points¹ 0-5% of loan amount Application/Processing Fee² \$0.00 – \$875.00 Flood and tax service: \$0.00 - \$95.00 Underwriting Fee: \$0.00 - \$995.00 Document Review Fee: \$0.00 - \$500.00 Appraisal Fee: \$0.00 - \$650.00 Credit Report Fee: \$0.00 - \$65.00 Actual charges may vary according to Lender selected by the borrower, the particular circumstances of the underlying transaction, Borrower elections, etc. Some or all of these fees may be incurred by third-parties of the Member Mortgage Lender/Mortgage Broker. ¹ The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates. ² There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to any attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will

	receive additional information regarding anticipated charges. The Member Lenders and Mortgage Brokers have agreed to pay a fee ranging from 0.5% to 2.0% of the loan amount to RE Mortgage Advisors in connection with a range of loan origination services provided by RE Mortgage Advisors to the Member Lender/Mortgage Broker. The fees are paid directly to RE Mortgage Advisors by the Member Lender/Mortgage Broker and NOT BY YOU.
Avenu Technologies, Inc. is a service provider that supplies the technology that you will interface with when you are working with RE Mortgage Advisors, which may include an online application process via their IntroLend.com website, document collection, provisioning of credit reports and other services related to your mortgage origination.	Avenu Technologies, Inc. charges RE Mortgage Advisors for its services and will not charge you for these services related to your mortgage application. If you choose to verify your identity when registering your account on IntroLend.com, you will receive a free membership which entitles you to view your credit report on the IntroLend.com website and use data from your credit report to populate your mortgage application. You may choose to upgrade your account on IntroLend.com to receive additional services from them such as identity theft protection, credit dispute services or 3-bureau credit monitoring. Fees for these services are paid by you on the IntroLend.com website and are neither related to nor required to apply for a mortgage with RE Mortgage Advisors.

Acknowledgment

I/We have read this disclosure form, and understand that KW Bay Area Estates may refer me/us to the above described settlement service providers and may receive a financial or other benefit as a result of this referral.

Buyer's Signature

Date

Buyer's Signature

Date

Advisory Regarding Completing Documents Electronically (1 page)

This advisory addresses the use of electronic signatures and document submission in real estate transactions. It may explain the process of completing and signing documents electronically, the legal validity of electronic signatures, and any specific procedures or platforms that Keller Williams recommends or uses for electronic document handling. This disclosure helps parties understand the technology-driven aspects of the transaction process.



KW BAY AREA ESTATES
KELLERWILLIAMS.

ADVISORY REGARDING COMPLETING DOCUMENTS ELECTRONICALLY

The following documents are being forwarded to you for review and electronic signature. As your agent, I recommend that you read the following prior to signing these documents.

1. **PLEASE READ EACH DOCUMENT:** It is important that you read and understand each of these documents prior to signing or initialing them in the places indicated. You should take the time to read through each and understand what you are signing, just as you would if you were handed paper copies of these documents.
2. **TAKE YOUR TIME:** There may be a temptation to just skip from one place indicated for your signature to the next. This is easy to do when signing documents in electronic format. However, **TAKE YOUR TIME.** Review the document for understanding prior to signing or initialing.
3. **OPTIONAL SIGNATURES OR INITIALS:** If there is an indication that a signature or initial is optional, take your time to consider whether you wish to sign/initial that paragraph or provision to include it in the contract.
4. **MORE THAN ONE SIGNER:** If more than one person is required to sign the following documents, it is essential that each party separately affix their signatures where indicated on each document.
5. **QUESTIONS OR CONCERNS:** If you have any questions or concerns, it is important that you call or e-mail me at the contact information that you already have and may appear on these documents. I am available to assist you, just as if we were together reviewing paper documents.

I have received and read this Advisory.

Seller/Buyer: _____ Date: _____

Seller/Buyer: _____ Date: _____

Keller Williams Bay Area Estates Advisory (permits, schools, views, lot size) (2 pages)

This advisory explains some of the responsibilities that the buyer may have when doing their due-diligence. It is the responsibility of the buyer to investigate these matters.



KELLER WILLIAMS BAY AREA ESTATES ADVISORY
Updated February 2018

PROPERTY ADDRESS: _____

GENERAL DISCLOSURES:

1. PERMITS
Keller Williams Bay Area Estates ("Broker") makes no representation that any or all additions or modifications to Property have been made with permits and have certificates of occupancy. Broker makes no representation that the Property is or is not built to code. Buyer is advised that any structural additions to the Property may have been made without a permit or may not be in compliance with applicable codes and other laws. If a non-permitted condition is discovered by a governmental agency, Buyer understands said agency could require improvements to be brought up to current code or to be removed or demolished.

Buyer is strongly advised to investigate these matters. Buyer is advised that Broker is not qualified to interpret or explain building permits, and that it is Buyer's sole responsibility to acquire copies of permits regarding the Property, if Buyer so desires. Buyer is specifically advised to seek an examination and analysis of all relevant city (or county) building permit files for the Property, the contents for which may indicate whether construction items were done pursuant to properly issued building permits and whether any required written verification of successful final inspection by appropriate city (or county) officials has been obtained.

In examining and analyzing the relevant building permit files, Buyer should consult with Buyer's professional advisors and appropriate governmental authorities regarding the contents of the relevant building permit files and other governmental requirements, including, without limitation, zoning, use variances or restrictions and other laws, ordinances, regulations, or orders affecting the current or future uses, improvement, development, and size of the Property. Since permit documentation varies among cities and counties, and since documentation and entries made thereon may be subject to interpretation, Broker strongly recommends that Buyer engage and rely on a construction professional (and not Broker) for proper examination and analysis of the permit file's contents. Buyer acknowledges and understands that some building permit file documentation may be incomplete, illegible, incorrect or missing and that the construction professional may recommend further research. Buyer specifically acknowledges and understands that Broker will not analyze the building permit file or render any opinion or interpretation as to the contents of any such file.

Rev. 2/18

Page 1 of 2

2. SCHOOLS

Buyer is aware that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest to the Property. Various factors, including, but not limited to, open enrollment policies, overcrowding and class size reductions may affect which public schools serve the Property. Buyer is advised to contact the local school or school district for additional information.

3. VIEWS

Buyer is aware that present views from the Property may be affected by future development or the growth of vegetation on adjacent properties. Broker recommends that Buyer contact adjacent landowners and consult the proper professional advisor to satisfy him/herself in that regard.

4. SIZE AND/OR SUITABILITY OF PROPERTY; LOT SIZE AND SQUARE FOOTAGE

Buyer acknowledges that Buyer has made the necessary investigations to verify the square footage, size and/or suitability of the Property or any structure on the Property for Buyer's use (including both size and zoning) and assumes responsibility for such verification. Buyer acknowledges that Buyer is not relying on any representation as to the size of the Property or any structure on the Property made by Broker or Seller and that neither Broker nor Seller have made any representation to Buyer regarding the suitability of the Property or any structure on the Property for Buyer's use. Buyer acknowledges that Broker has not verified lot size and square footage, has not verified the accuracy of any tax assessor information regarding square footage, and advises Buyer to make his or her own independent investigation concerning these matters.

(Buyer) (Date)

(Seller) (Date)

(Buyer) (Date)

(Seller) (Date)

Scope of Broker Duty and Selection of Vendors (1 page)

This disclosure outlines the responsibilities and duties of the real estate Broker (in this case, Keller Williams) in a real estate transaction. It may clarify what services the broker will provide and what is expected of the client. Additionally, it may discuss the selection of vendors, such as inspectors, appraisers, and title companies, and how these choices are made in the transaction process.


KELLERWILLIAMS.

SELLER ACKNOWLEDGMENT OF SELLER AND BROKER DUTIES, SELECTION OF VENDORS

The following terms and conditions are hereby incorporated into and made a part of the Residential Listing Agreement dated _____, on the property known as _____ ("Property") in which _____ is referred to as "Seller" and KW Bay Area Estates is referred to as "Broker."

BROKER DUTY, SELECTION AND RETENTION OF VENDORS. By signing below, Seller acknowledges and agrees as follows:

1. Upon request by Seller, Broker may provide Seller with a list of one or more professionals or vendors who perform services requested relating to the listing of the Property and/or preparation of the Property for listing and sale, including but not limited to building contractors, staging consultants and/or contractors, landscaping consultants and/or contractors, and photographers.
2. If Broker provides Seller with referrals to such professionals or vendors, Broker does not guarantee the performance, accuracy or completeness of services, products or repairs provided or made by any such professional or vendor.
3. The selection, retention and supervision of any such professionals or vendors shall be made or conducted exclusively by Seller.
4. Seller is advised to retain only licensed, bonded and insured building contractors/trades-people to work on or around the Property. Seller shall be solely responsible for verifying the licensed, bonded and insured status of any building contractor, and Broker makes no representations or guarantees regarding any such status. See cslb.ca.gov. In the event that Seller retains or allows non-licensed or uninsured workers, Seller is acting against Broker's advice, and Seller agrees to be responsible for and to defend, indemnify and hold Broker free and harmless from and against any resulting claims, damages, expenses, losses and other liabilities. Seller is advised to seek legal advice, as well as to contact Seller's insurance provider(s), regarding the above.
5. Although Broker is authorized to schedule and attend meetings and appointments with professionals or vendors chosen by Seller, the selection, retention and supervision of any such professionals or vendors are not within the scope of Broker's agency duties.
6. Seller shall retain copies of all bids, work orders, invoices, progress reports, emails and other documentation in connection with any Property construction or renovation project and shall provide copies of all such documentation to any buyer as an attachment to Seller's disclosures.

Seller and Broker acknowledge, approve of, and agree to the foregoing terms and conditions.

Accepted and Agreed:

_____ Seller	_____ Date
_____ Seller	_____ Date
_____ KW Bay Area Estates By (Agent Name)	_____ Date

Rev. 9/24

Seller Initials _____

NHD Consolidated Signature Pages

Acknowledgment Of Receipt Of Information Pamphlets (1 Page)

Is a document in California real estate transactions confirming that buyers have received required informational booklets, such as those on environmental hazards, earthquake safety, and energy efficiency. By signing, buyers acknowledge receipt but do not necessarily agree with or rely on the information, and the document typically includes a disclaimer limiting the liability of agents and sellers.

Provided for Convenience Only.

**ACKNOWLEDGMENT OF RECEIPT OF
CONSUMER INFORMATION PAMPHLETS AND DISCLAIMER**

Property Address: _____

The accompanying pages are "signature pages" requiring signatures of acknowledgment that were compiled for your convenience relating to the purchase transaction of the above referenced property from the following five (5) sources listed below. Prior to signing this page, or, the accompanying pages, read the IMPORTANT DISCLAIMER set forth below.

1. **Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants** from the California Environmental Protection Agency available at:
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Resid-Enviro-Hazards-Guide-English-j.pdf>
2. **Protect Your Family from Lead in Your Home** from the United States Environmental Protection Agency available at:
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Lead-in-Your-Home-English.pdf>
3. **What is your Home Energy Rating (HERS)** from the California Energy Commission available at:
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Home-Energy-Rating-color.pdf>
4. **Homeowner's Guide to Earthquake Safety** from the California Seismic Safety Commission available at:
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Homeowners-Guide-to-EQ-Safety-English.pdf>
(Signature for Homeowner's Guide to Earthquake Safety only necessary if Property built before 1960.)
5. **A Brief Guide To Mold, Moisture and Your Home** from the United States Environmental Protection Agency available at:
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Mold-Guide-English.pdf>

I acknowledge receipt of the five (5) listed pamphlet(s) via the links set forth above.

I acknowledge that I have read the IMPORTANT DISCLAIMER below these signature lines.

Seller: _____	Buyer: _____
Date: _____	Date: _____
Seller: _____	Buyer: _____
Date: _____	Date: _____
Seller's Agent: _____	Buyer's Agent: _____
Date: _____	Date: _____

IMPORTANT DISCLAIMER: THE ACCOMPANYING CONSOLIDATED SIGNATURE PAGES, INCLUDING THIS PAGE, ARE PROVIDED SOLELY FOR CONVENIENCE PURPOSES. ALL PARTIES INVOLVED SHOULD NOT RELY ON THESE CONSOLIDATED SIGNATURE PAGES AS A TRUE REPRESENTATION OF ALL THE CLOSING DOCUMENTS INVOLVED IN THE REAL ESTATE TRANSACTION THAT REQUIRE SIGNATURES PRIOR TO CLOSING. ALL SIGNORS SHOULD CONSULT AN ATTORNEY PRIOR TO SIGNING. BUYER AND SELLER SHOULD READ ALL DOCUMENTS PRIOR TO SIGNING ANY REQUIRED SIGNATURE PAGE(S). THESE CONSOLIDATED SIGNATURE PAGES ARE ONLY A SMALL PORTION OF CERTAIN LEGAL DOCUMENTS THAT REQUIRE SIGNATURE(S). IT IS STRONGLY RECOMMENDED THAT ALL PARTIES INVOLVED ASK FOR OR SEEK THE ENTIRE DOCUMENT(S) THAT BELONGS TO EACH SIGNATURE PAGE PRIOR TO SIGNING. THE PARTIES ARE ENCOURAGED TO ENSURE THAT THEY HAVE READ THE ENTIRE DOCUMENT(S) BELONGING TO EACH RESPECTIVE SIGNATURE PAGE PRIOR TO SIGNING SUCH SIGNATURE PAGE. FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION (FAREDC) DISCLAIMS ALL SIGNATURE PAGES FOR ACCURACY AND CURRENCY WHETHER EXPRESSED OR IMPLIED. FAREDC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR ANY TYPES OF CLAIMS ARISING FROM THE SIGNATURE PAGES SET FORTH ON THIS PAGE, OR, ON THE ACCOMPANYING PAGES.

Page 1 of 1

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

This is a required document in California real estate transactions, informing buyers if a property is in designated hazard zones. Both buyer and seller must sign to acknowledge receipt and understanding of these disclosures, ensuring transparency about potential risks before completing the sale.

Property Address:			
APN:	Report Date:	Report Number:	

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which buyer must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The seller and seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency
Yes ___ No ☒ Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes ___ No ☒ Do not know and information not available from local jurisdiction ___

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes ___ No ☒
High FHSZ in a state responsibility area ___ High FHSZ in a local responsibility area ___
Very High FHSZ in a state responsibility area ___ Very High FHSZ in a local responsibility area ___

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4201 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes ___ No ☒

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes ___ No ☒

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ☒ Map not yet released by state ___

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s)	Date	Signature of Seller(s)	Date
Signature of Seller's Agent	Date	Signature of Seller's Agent	Date

☐ Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) **FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS JCP-LGS DIVISION.**
Date **05 March 2025**

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

Signature of Buyer(s)	Date	Signature of Buyer(s)	Date
-----------------------	------	-----------------------	------

BUYER(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Fire Hazard Severity Zone Pursuant to Gov. Code §51179, Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide to Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead in Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at: https://orderform.disclosures.com/resources/electronic_bookshelf/regulatory_pamphlets.

**JCP-LGS™**
Natural Hazard Disclosures

The California Energy Commission Booklet (1 Page)

Officially known as the **"Home Energy Rating System (HERS) Booklet"**, provides information on energy efficiency in homes. It educates buyers and sellers about energy ratings, ways to improve energy efficiency, and potential cost savings. This booklet is typically included in real estate transactions to comply with California energy disclosure laws and to help homeowners make informed decisions about energy upgrades.

Property Address:			
I have received a copy of the WHAT IS YOUR HOME ENERGY RATING? booklet (CEC-400-2009-008-BR-REV1)			
Buyer's Signature	Printed Name	Date	
Buyer's Signature	Printed Name	Date	
Buyer's Agent Signature	Printed Name	Date	
	Broker's Name		
Seller's Signature	Printed Name	Date	
Seller's Signature	Printed Name	Date	
Listing Agent's Signature	Printed Name	Date	
	Broker's Name		
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS			
			
California Civil Code Section 2079.10 states that if this booklet is provided to the buyer by the seller or broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.			
For more information, visit: www.energy.ca.gov/HERS/			

Earthquake Disclosure Statement (1 page)

Only for homes built before 1960. This disclosure informs buyers about potential earthquake risks and whether the property has been retrofitted to meet modern seismic safety standards. It helps buyers understand if additional safety measures may be needed. Home sellers typically select yes to question 1. If you don't know the answer, then select "Don't know".

HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name Seller One, Seller Two Assessor's Parcel No. _____
Street Address 123 Main St. Year Built 1964
City Anywhere County Santa Clara Zip Code 12345

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	☐	☐	☐	☐	14
2. Is your home bolted to its foundation?	☐	☐	☐	☐	15
3. If your home has crawl space (cripple) walls:	☐	☐	☐	☐	
a. Are the exterior crawl space (cripple) walls braced?	☐	☐	☐	☐	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☐	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☐	19
5. If your home is on a hillside:	☐	☐	☐	☐	
a. Are the exterior tall foundation walls braced?	☐	☐	☐	☐	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☐	☐	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	☐	☐	☐	☐	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	☐	☐	☐	☐	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	To be reported on the Natural Hazard Disclosure Statement				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	To be reported on the Natural Hazard Disclosure Statement				

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

EXECUTED BY

Seller Seller One Seller Seller Two Date _____

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer Buyer One Buyer Buyer Two Date _____

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

KW Bay Area Estates, 16780-A Lark Avenue Los Gatos CA 95032 Phone: 408-499-9561 Fax: _____
Brian Schwatka Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwtrf.com Sample

Addendum City Of San Jose Street Tree Disclosure Form

This is a document used in real estate transactions **within San Jose, CA**. It informs buyers that they may be responsible for maintaining and preserving any street trees adjacent to the property, as required by the San Jose Municipal Code. The form typically requires the buyer's acknowledgment of these obligations, including potential permitting requirements for tree removal or trimming. Typically, home sellers select box 4.

ADDENDUM CITY OF SAN JOSE STREET TREE DISCLOSURE FORM								
The City of San Jose ("City") requires the seller or transferor of residential real property ("Property") in the City to disclose to the acquirer of the Property whether the Property fully complies with the City's requirements to have, maintain and if necessary, replace street trees pursuant to the San Jose Municipal Code ("SJMC"). 13.28.195 Disclosure Obligations Upon Sale or Transfer of a Residential Real Property A. Not less than seven (7) business days before the sale or other transfer of residential real property concludes a selling or transferring property owner must disclose to the acquiring property owner, on a disclosure form provided by the City, whether the residential real property to be sold or transferred fully complies with the City's street tree maintenance and replacement requirements of Sections 13.28.130.B and 13.28.190. B. If the selling or transferring property owner cannot determine whether street trees located on the residential property are substantially in compliance with the approved development permits for the property, or the property's approved development permits are inconclusive as to the requirements for the presence and location of street trees on the property, then the following requirements for the planting and presence of street trees shall apply: 1. The property must have one (1) street tree for any adjacent street if it is an interior lot and at least three (3) street trees if it is a corner lot, unless otherwise modified by the Director in the interest of public safety. 2. If the current General Plan requirements for street trees on the property differ from the requirements specified in Subsection B.1, then the current General Plan requirements shall govern the number and location of street trees required on the property at the time of sale or transfer. If the property meets the General Plan requirement, then the selling property owner must indicate such compliance with the General Plan on the disclosure to the acquiring property owner. 3. All street trees shall be planted in accordance with the requirements of Section 13.28.070. C. Upon a written request, the Director may grant the selling or transferring property owner an exemption in writing from the requirements of this Section if the Director determines in the interest of public safety that planting and maintaining street trees on the residential property at the time of sale or transfer is not appropriate. Such an exemption does not run with the land and shall not allow any deviations from the disclosure requirements upon residential real property sales or transfers for future sellers or transferors. To the best of my/our knowledge but without any investigation, I/WE, _____ disclose that the street tree(s) on the Property to be sold or transferred and located at _____ San Jose, CA _____ are in the following condition: ☐ 1. The property fully complies with the street tree requirements outlined in the SJMC. ☐ 2. The property does not have the required number of street trees as required by the SJMC. ☐ 3. The property has the required number of street trees but the street trees have not been maintained as required by the SJMC. ☐ 4. Seller/Transferor is unaware if the requirements to have and maintain street trees on the Property have been met. Property Address: Seller: _____ <table border="0"><tr><td>Signature(s)</td><td>Print Name(s)</td><td>Date</td></tr></table> The undersigned hereby acknowledges receipt of a copy of this document. Buyer: _____ <table border="0"><tr><td>Signature(s)</td><td>Print Name(s)</td><td>Date</td></tr></table>			Signature(s)	Print Name(s)	Date	Signature(s)	Print Name(s)	Date
Signature(s)	Print Name(s)	Date						
Signature(s)	Print Name(s)	Date						

Preliminary Report Cover Page

(The Full version was sent to you through email along with the National Hazard Disclosure)

The Preliminary Report Cover Page is the first page of the preliminary title report provided by the title company during a real estate transaction. It summarizes key information about the property, including the names of the current owners, the property address, Assessor's Parcel Number (APN), escrow or title order number, and the title company's contact details. This page is mainly informational and is often the only page that requires a buyer's or borrower's signature to acknowledge receipt of the full report.

**CHICAGO TITLE
COMPANY**

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Chicago Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned By:



Jeff Doushgounian
Authorized Officer or Agent

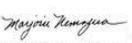
Chicago Title Insurance Company

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary



CLTA Preliminary Report Form - Modified (11.17.06)
SCA002402.doc / Updated: 07.30.14

Additional documents included

(You only need to sign the first page of each document):

Vesting

The vesting section on a preliminary title report shows who currently owns the property and how the title is held—whether individually, jointly, as community property, or in a trust. This information is based on the most recent recorded deed and is crucial for confirming the legal ownership of the property. It ensures that the seller has the right to transfer ownership and helps identify any potential issues that might affect the sale or financing of the property.

APN Map

The APN Map (Assessor's Parcel Number Map) is a detailed map included in the preliminary title report that shows the exact boundaries and location of the property as identified by the county assessor. Each parcel of land is assigned a unique APN, which helps track property ownership and tax assessments. The map helps buyers, lenders, and title companies visually confirm the property's size, shape, and relationship to surrounding parcels, making it easier to understand exactly what's being bought or sold.

CC&Rs

The CC&Rs (Covenants, Conditions, and Restrictions) section in the preliminary title report lists the rules and limitations placed on the use of the property, typically by a homeowners' association (HOA) or a developer. These can include things like architectural guidelines, pet restrictions, or limits on renting out the property. While they don't affect ownership, they do affect how the property can be used, so it's important for buyers to review them carefully to make sure they're comfortable with the community's rules before moving forward with the purchase.

Tract Map

The Tract Map in a preliminary title report is a recorded map that shows how a larger piece of land has been subdivided into lots, often for a residential development. It includes lot numbers, street names, easements, and other details. This helps confirm the property's legal boundaries, access, and its relation to nearby parcels.

Taxes

The Taxes section shows the current property tax status, including whether taxes are paid, due, or delinquent. It may also list special assessments or bonds (like Mello-Roos) tied to the property. This information is key for buyers and lenders to understand any outstanding liabilities that could affect the sale or financing.

Note: These additional documents depend on what is included in the Preliminary Report.

Inspection Report Covers

All sellers want to sell their homes "As-Is", but the only way to do that is to tell the potential buyers what "As-Is" really IS. And the only way for a seller to truly disclose everything that is wrong with a home is by ordering inspection reports. We will send you the full inspection reports as soon as they are available.

In the DocuSign, you will only be initialling the cover pages of the reports.

Home Inspection

An objective visual examination of the physical structure and systems of a house, from the roof to the foundation. The standard home inspector's report will cover the condition of the home's heating system; central air conditioning system (temperature permitting); interior plumbing and electrical systems; the roof, attic and visible insulation; walls, ceilings, floors, windows and doors; the foundation, basement and structural components.

Pest Inspection

A visual inspection conducted by a state-licensed professional hired to look for signs of current or past infestation or damage to a structure by wood-destroying pests or rot fungus. They will also check for conducive conditions for pests, earth-to-wood contact and plumbing leaks

Roof Inspection

An examination of the appearance of the roof, both exterior and interior. Evidence of ceiling cracks and leaks, fascia, gutters and drains, skylights, chimneys and vents.

Other Inspections

Other inspections could include: chimney, septic, foundation, pool, etc.

Blank page for notes if needed:

Free Resources

Contact Brian Schwatka: www.stayorgohomeowner.com/appointment

Transition Specialist, Certified Seniors Advisor (CSA)

Keller Williams Bay Area Estates

Agent DRE# 01426785

Broker BRE# 01526679

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Los Gatos, CA. 95032

Cell/Text: 408-499-9561

Email: brian@StayOrGoHomeowner.com

Brian's Assistant: Admin@StayOrGoHomeowner.com

The Stay Or Go Homeowner Website: www.StayOrGoHomeowner.com

Should I Stay Or Should I Go Workbook: www.stayorgohomeowner.com/start

Stay or Go Planning System: www.stayorgohomeowner.com/plan

Request a Free Home-Quote or CMA: www.stayorgohomeowner.com/cma

Brian's Real Estate Webpage: www.stayorgohomeowner.com/real-estate

Interview Brian "virtually": www.stayorgohomeowner.com/sell

ALL of Brian's webinar recordings: www.stayorgohomeowner.com/webinars

Quick educational videos: www.stayorgohomeowner.com/puzzle

Stay Or Go Homeowner YouTube Channel: www.YouTube.com/c/StayOrGoHomeowner

Stay Or Go Homeowner FaceBook Page: www.FaceBook.com/StayOrGoHomeowner