

The New and Improved SFAR Purchase Agreement - Everything You Need to Know (And a Few Things You Don't)

Dan Hershkowitz and David Parry



SFAR PURCHASE AGREEMENT HAS BEEN UPDATED AND IMPROVED FOR 2023



The new SFAR Purchase Agreement is ...

- Easier to Use.
- Easier to Explain to Your Client.
- Logically Ordered to Avoid Confusion.



No more hunting the SFAR Purchase Agreement for hidden terms:

- All Material Contract Terms Together on Pages 1-2.
- All Contingencies are Grouped Together Inside an Easy to Use "Grid."
- The Grid cross references each contingency with the corresponding explanatory paragraph.



Risk Management and Litigation Avoidance and Prevention:

- All Contingencies must be removed/waived in writing CR form.
- Buyers are warned not to remove/waive contingencies prior to a thorough review of the documents and disclosures corresponding to the contingency.
- The contract encourages the Buyer to complete their due-diligence and assists the Buyer in recognizing, avoiding and acknowledging risk.
- The major deal points are laid out on pages 1-2, allowing them to be easily seen and discussed with clients and other interested parties.
 - Addenda Para 11 @ Page 3.
 - Additional Terms Para 49 @ Page 8.



Risk Management and Litigation Avoidance and Prevention:

- The new GRID acts as a table of contents for the agent no more embarrassing hunt through the form to find the relevant paragraph(s).
- Many revisions are intended to address particular pain-points such as ...
 - Where do we send the accepted offer and when is a contract formed?
 - Personal property disputes (Ring doorbell / fixtures?)
 - Home warranty coverage.
 - Representative capacity.
 - Counting days and calculating deadlines.
 - Who pays what the allocation of costs.
 - New material facts amending disclosures and related cancellation rights.



Changes to the Existing Practice and Philosophy

- If only one party has initialed Liquidated Damages or Arbitration no contract is formed until specifically reconciled via a counter-offer.
- If a performance date ends on a weekend or legal holiday, the performance deadline continues until 11:59 pm on the next business day.
- All Contingencies must be removed in writing CR form.
- The loan contingency and appraisal contingency are separate and distinct.



Familiar C.A.R. Features:

- A Definitions paragraph (36).
- Removal of references to the RCSD forms.
- Addition of an "Informational Access" period for Buyer, separate from Investigation contingency.



- Price listed numerically (\$_____) only.
- Expiration of the offer is moved from the end of the agreement to the very beginning.
- Co-op Addendum checkbox added like the TIC Addendum.
- Agency confirmation moved up to Para 1.
- Escrow Holder and Close of Escrow paragraphs moved up to Para 2 and 3.
- Non-Contingent Financing Para removed.
- Physical Possession defaults to recording.
- Appraisal Contingency is separate and distinct from the Finance Contingency - Para 5.



SAN FRANCISCO PURCHASE AGREEMENT

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This is intended to be a legally binding contract for the purchase of real property in San Francisco

| | This is an offer from("Buyer") |
|----------------------------|---|
| | f \$ the real property known as ("Property"). Days after being fully Signed by Buyer or on (date) at (time). |
| | Days after being fully Signed by Buyer or on (date) at (time). |
| | urchase of a% undivided interest in the Tenancy-in-Common (TIC) property shown above. |
| (If checked) this is a p | urchase of stock in the cooperative apartment building shown above. |
| Buyer and Seller are colle | ctively referred to as the "Parties"; Agents are not Parties to this Agreement. |
| 1. AGENCY: | |
| A. DISCLOSURE: The Pa | rties each acknowledge receipt of a Disclosure Regarding Real Estate Relationships (C.A.R. form AD) if represented |
| by a real estate license | Neither Agent is required to Deliver the agency form to the other Party. |
| B. AGENCY CONFIRM | ATION: The following agency relationships are hereby confirmed for this transaction: |
| Seller's Brokerage Firm | License Number |
| | one): ☐ the Seller; or ☐ both the Buyer and Seller (dual agent). |
| Seller's Agent | |
| | Seller's Agent (salesperson or broker associate) 🗆 both the Buyer's and Seller's Agent (dual agent). |
| Buyer's Brokerage Firm | |
| | one): the Buyer; or both the Buyer and Seller (dual agent). |
| Buyer's Agent | License Number |
| | Buyer's Agent (salesperson or broker associate) Doth the Buyer's and Seller's Agent (dual agent). |
| | han one Brokerage represents Seller Buyer. See Additional Broker Acknowledgment (C.A.R. form ABA). |
| | PETING BUYERS AND SELLERS AND/OR DUAL AGENCY: The Parties each acknowledge receipt of a Possible |
| | e than One Buyer or Seller Disclosure and Consent (C.A.R. form PRBS). |
| ESCROW HOLDER: Esc | row Holder shall be This Agreement, including all fully Idenda, amendments and counter offers, shall constitute joint escrow instructions of the Parties. The Parties shal |
| | idenda, amendments and counter oriers, shall constitute joint escrow instructions of the Parties. The Parties shall Inal instructions consistent with this Agreement when requested to by Escrow Holder. |
| | DE"): Escrow shall close on (date) or Days after Acceptance. If COE falls on a weekend |
| | be extended to the next business day. |
| | If checked) this is an ALL CASH OFFER and any loan terms shown below are inapplicable. |
| | INITIAL DEPOSIT shall be Delivered by wire transfer or |
| | to ("Payee"), which Buyer or Buyer's Agent shall deposit |
| | with Payee within 2 orbusiness Days of Acceptance. Failure to Deliver the Initial Deposit or Additional Deposit |
| | within the time agreed is a material breach of this Agreement. |
| | ADDITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 or days after Acceptance or _ on or |
| | before (date). |
| | NEW FIRST LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or ☐ FHA ☐ VA |
| | other first loan for a term of 30 or years at an initial annual rate of interest not |
| | to exceed% for a loan which is fixed for the entire term or fixed for an initial period of |
| | year(s) ormonth(s) and thereafter adjustable according to the lender's predetermined schedule, secured |
| | by a first deed of trust on the Property, with a loan fee of zero or I not more than points. For an FHA/VA |
| | loan, an Amendatory Clause Addendum is attached (C.A.R. form FVAC). |
| D. \$ | OTHER FINANCING: This Agreement is contingent upon Buyer obtaining a new second loan or other additional |
| | financing on the following terms: |
| | Attached Addenda: ☐ Assumed Financing (C.A.R. form AFA), ☐ Seller Financing (C.A.R. form SFA). |
| | CASH BALANCE shall be deposited by Buyer with Escrow Holder prior to COE. |
| | PURCHASE PRICE, EXCLUDING CLOSING COSTS (Total of A through E). |
| | ment is contingent upon a written appraisal by Buyer's lender at no less than the Purchase Price or \$ |
| | by a licensed appraiser. Failure to appraise at the value specified herein permits Buyer to terminate this Agreement |
| | appraisal contingency; the loan contingency is separate and distinct. Other matters included in the appraisal report |
| | neasurements and the condition of the Property fall under the Buyer's Investigation contingency and do not create |
| | r this appraisal contingency, nor do they require amendment of Seller's disclosures. |
| | yer intends to use the Property as a primary residence or □ secondary residence or □ investment property. |
| | Physical possession of the Property shall be Delivered to Buyer upon recordation of the deed or An |
| | h terms upon which Seller may continue to use the Property after COE is attached to and made a part of this |
| Agreement. If the Prop | erty is tenant occupied, see paragraph 18. |
| Page 1 of 8 Buyer's In | itials Seller's Initials |
| (Rev. 12/22) / | Copyright © 2022 San Francisco Association of REALTORS / (Agreement) |



| PURCHASE AGREEMENT PAGE 1 | SAN FRANCISCO PURCHASE AGREEMENT SAN FRANCISCO ASSOCIATION OF REALTORS' STANDARD FORM This is intended to be a legalipi binding contact for the purchase of real property in San Francisco |
|---|---|
| Expiration of offer time moved up from the end of the agreement to the beginning. | Date Prepared This is an offer from ("Buyer") to purchase for the sum of \$ |
| Date Prepared This is an offer from | ("Buyer |
| to purchase for the sum of \$ the real property known as | ("Property" |
| This offer expires 3 or Days after being fully Signed by Buyer or on | (date) at (time |
| | A. \$ INITIAL DEPOSIT shall be Delivered by wire transfer or Payee"), which Buyer or Buyer's Agent shall deposit with Payee within 2 or business Days of Acceptance. Failure to Deliver the Initial posits or Additional Deposit within the time agreed is a material breach of this Agreement. B. \$ ADDITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 or days after Acceptance or on or before (date). C. \$ NEW FIRST LOAN; This Agreement is contingent upon Buyer obtaining a new conventional or FIAM VA Other (first loan for a term of 30 or years at an initial annual rate of interest not to exceed % for a loan which is fixed for the entire term or fixed for initial period of year() or month(s) and thereafter adjustable according to the lender's predetermined schedule, secured by a first deed of trust on the Property, with a loan fee of zero or on tomer than prints. Por an FHAV VA loan, an Amendatory Clause Addendum is attached (C.A.R. form FVAC). D. \$ OTHER FINANCING: This Agreement is contingent upon Buyer obtaining a new second loan or other additional financing on the following terms: Attached Addenda: Assumed Financing (C.A.R. form AFA), Seller Financing (C.A.R. form SFA). E. \$ CASH BALANCE shall be deposited by Buyer with Escrow Holder prior to COE. P. \$ PURCHASE PRICE, EXCLUDING (COSING COSINS (Total of A through E). 5. APPRAISAL: This Agreement is contingent upon a written appraisal by Buyer's lender at no less than the Purchase Price or \$ or, if no Buyer financing, by a licensed appraise. Failure to appraise at the entire in permits Buyer to terminate this Agreement only if Buyer retains this appraisal contingency, the loan contingency is separate and distinct. Other matters included in the appraisal report such as square footage measurements and the condition of the Property shall be Delivered to Buyer upon recordation of the deed or An Addendum setting forth terms upon which Seller may continue to use the |



| | | to purchase for the sum of \$ the real property know | rn as ("Property"). |
|--|--------------------------------|---|--|
| Co-op Addendum checkbox | x added - like the | fif checked) this is a purchase of a 5% undivided interest in (if checked) this is a purchase of a 5% undivided interest in (if checked) this is a purchase of stock in the cooperative apartm | n the Tenancy-in-Common (TIC) property shown above. Bent building shown above. |
| TIC Addendum. | | by a real estate licensee. Neither Agent is required to Deliver the a 8. ACENY CONFIRMATION: The following agency relationships Seller's Brokerage Firm is the broker of (check one): ☐ the Seller; or ☐ both the Buyer Seller's Agent: is (check one): ☐ the Seller's Agent (salesperson or broker associ Buyer's Brokerage Firm is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer Buyer's Agent is (check one): ☐ the Buyer's Agent (salesperson or broker associ ☐ (If checkked) More than one Brokerage represents ☐ Seller ☐ | are hereby confirmed for this transaction: License Number License Number License Number License Number Idense Number License Number License Number License Number Judense Number License Number Judense Number License Number Lic |
| ☐ (If checked) this is a purchase of a | % undivided interest in the Te | enancy-in-Common (TIC) prope | erty shown above. |

☐ (If checked) this is a purchase of stock in the cooperative apartment building shown above. _ ("Payee"), which **Buyer or** □ Buyer's Agent shall deposit with Payee within 2 or ____ business Days of Acceptance. Failure to Deliver the Initial Deposit or Additional Deposit within the time agreed is a material breach of this Agreement. ADDITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 or NEW FIRST LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or ☐ FHA ☐ VA first loan for a term of 30 or years at an initial annual rate of interest not % for a loan which is fixed for the entire term or

fixed for an initial period of _____ year(s) or ____ month(s) and thereafter adjustable according to the lender's predetermined schedule, secured by a first deed of trust on the Property, with a loan fee of zero or I not more than points. For an FHA/VA Joan, an Amendatory Clause Addendum is attached (C.A.R. form EVAC). OTHER FINANCING: This Agreement is contingent upon Buyer obtaining a new second loan or other additional financing on the following terms: Attached Addenda:

Assumed Financing (C.A.R. form AFA),

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secondary residence or investment property.

SAN FRANCISCO PURCHASE AGREEMENT SAN FRANCISCO ASSOCIATION OF REALTORS' STANDARD FORM This is intended to be a legally binding contract for the purchase of real property in San Francisco

PHYSICAL POSSESSION: Physical possession of the Property shall be Delivered to Buyer upon recordation of the deed or An Addendum setting forth terms upon which Seller may continue to use the Property after COE is attached to and made a part of this Agreement. If the Property is tenant occupied, see paragraph 18.

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. This is an offer from

(Agreement)

("Buyer")



Escrow Holder and Close of Escrow paragraphs moved up.

| | | B. \$ C. \$ | Initial DePosit shall be Delivered by Wire drainser or □ "("Payee"), which Buyer or □ Buyer's Agent shall deposit with Payee within 2 or □ business Days of Acceptance. Failure to Deliver the Initial Deposit or Additional Deposit within the time agreed is a material breach of this Agreement. ADDITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 or □ days after Acceptance or □ on or before □ (date). NEW PIRST LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or □ FHA □ VA |
|----|--|------------------|--|
| 2. | ESCROW HOLDER: Escrow Holder shall be | | This Agreement, including all fully |
| | Signed and Delivered addenda, amendments and counter offers, shall | constitute joint | escrow instructions of the Parties. The Parties shall |
| | Sign and Deliver additional instructions consistent with this Agreemer | nt when request | ted to by Escrow Holder. |
| 3. | CLOSE OF ESCROW ("COE"): Escrow shall close on | (date) or | _ Days after Acceptance. If COE falls on a weekend |
| | or legal holiday, it shall be extended to the next business day. | | |

SAN FRANCISCO PURCHASE AGREEMENT
SAN FRANCISCO ASSOCIATION OF REALTORS* STANDARD FORM
This is intended to be a levally highing contract for the purchase of real property in San Francisco

("Property")

. This is an offer from

☐ (If checked) this is a purchase of stock in the cooperative apartment building shown above.

Buyer and Seller are collectively referred to as the "Parties": Agents are not Parties to this Agreement.

by a real estate licensee. Neither Agent is required to Deliver the agency form to the other Party.

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

is the broker of (check one):

the Seller; or

both the Buyer and Seller (dual agent).

is the broker of (check one):

the Buyer; or both the Buyer and Seller (dual agent).

Representation of More than One Buyer or Seller Disclosure and Consent (C.A.R. form PRBS).

Sign and Deliver additional instructions consistent with this Agreement when requested to by Escrow Holder

FINANCING TERMS: 🖂 (If Checked) this is an ALL CASH OFFER and any loan terms shown below are inapplicable.

6 OCCUPANCY TYPE: Buyer intends to use the Property as a primary residence or ☐ secondary residence or ☐ investment property ☐ A Addendum setting forth terms upon which Seller may continue to use the Property after COE is attached to and made a part of this

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This offer expires 3 or ___ Days after being fully Signed by Buyer or on _

CLOSE OF ESCROW ("COE"): Escrow shall close on ____

or legal holiday, it shall be extended to the next business day.

Agreement. If the Property is tenant occupied, see paragraph 18.

the real property known as

☐ (If checked) this is a purchase of a % undivided interest in the Tenancy-in-Common (TIC) property shown above.

is (check one):

the Seller's Agent (salesperson or broker associate)

both the Buyer's and Seller's Agent (dual agent).

is (check one):

the Buyer's Agent (salesperson or broker associate)

buth the Buyer's and Seller's Agent (dual agent).

fir checked) More than one Brokerage represents

Seller | Buyer. See Additional Broker Acknowledgment (C.A.R. form ABA).

POTENTIALLY COMPETING BUYERS AND SELLERS AND/OR DUAL AGENCY: The Parties each acknowledge receipt of a Possible

A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real Estate Relationships (C.A.R. form AD) if represented

Signed and Delivered addenda, amendments and counter offers, shall constitute joint escrow instructions of the Parties. The Parties shall

__ (date) or ___ Days after Acceptance. If COE falls on a weekend

to purchase for the sum of \$

Seller's Brokerage Firm

Buyer's Brokerage Firm



PURCHASE AGREEMENT PAGE 1

| PURCHASE AGREEMENT PAGE 1 | SAN FRANCISCO PURCHASE AGREEMENT SAN FRANCISCO SASOCIATION OF REALTORS STANDARD FORM This is intended to be a legally binding contract for the purchase of real property in San Francisco | |
|--|--|---|
| Agency confirmation moved up. | Date Prepared This is an offer from to purchase for the sum of \$ the real property known as ("Pr This offer expires 3 or Days after being fally) Signed by Buyer or on (date) at (If thecked) this is a purchase of a % undivided interest in the Tenancy-in-Common (TIC) property shown above. (If thecked) this is a purchase of stock in the cooperative apartment building shown above. Buyer and Seller are collectively referred to as the "Parties"; Agents are not Parties to this Agreement. | "Buyer" operty") (time) |
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| B. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed | | rties shai weekend |
| Seller's Brokerage Firm | License Number | Holder o |
| is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (dual age | ent). | II deposi al Deposi |
| Seller's Agent | License Number | r □ on or (date) HA □ VA |
| is (check one): ☐ the Seller's Agent (salesperson or broker associate) ☐ both the BuBuyer's Brokerage Firm | uyer's and Seller's Agent (dual agent). | erest no d of , secured n FHA/VA |
| is the broker of (check one): the Buyer; or both the Buyer and Seller (dual ag | ent). | dditiona |
| Buyer's Agent | License Number | |
| is (check one): ☐ the Buyer's Agent (salesperson or broker associate) ☐ both the B | uyer's and Seller's Agent (dual agent). | greemen sal repor |
| ☐ (If checked) More than one Brokerage represents ☐ Seller ☐ Buyer. See Addition | nal Broker Acknowledgment (C.A.R. form ABA). Physical Possession: Physical possession of the Property shall be Delivered to Buyer upon recordation of the deed of Addendum setting forth terms upon which seller may continue to use the Property after CDE is attached to and made a Agreement. If the Property is tenant occupied, see paragraph 18. | arty. or Ar rt of this |



- Non-Contingent Financing sub-paragraph is removed.
 - The CR form removes the financing contingency.

| A. \$ | INITIAL DEPOSIT shall be Delivered by wire transfer or □ |
|-------|--|
| | to □ ("Payee"), which Buyer or □ Buyer's Agent shall deposit |
| | with Payee within 2 or business Days of Acceptance. Failure to Deliver the Initial Deposit or Additional Deposit |
| | within the time agreed is a material breach of this Agreement. |
| B. \$ | ADDITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 or days after Acceptance or □ on or |
| | before(date). |
| C. \$ | NEW FIRST LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or ☐ FHA ☐ VA |
| | □ other first loan for a term of 30 or years at an initial annual rate of interest not |
| | to exceed% for a loan which is fixed for the entire term or \square fixed for an initial period of |
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| | by a first deed of trust on the Property, with a loan fee of zero or □ not more than points. For an FHA/VA |
| | loan, an Amendatory Clause Addendum is attached (C.A.R. form FVAC). |
| D. \$ | OTHER FINANCING: This Agreement is contingent upon Buyer obtaining a new second loan or other additional |
| | financing on the following terms: |
| | Attached Addenda: ☐ Assumed Financing (C.A.R. form AFA), ☐ Seller Financing (C.A.R. form SFA). |
| E. \$ | CASH BALANCE shall be deposited by Buyer with Escrow Holder prior to COE. |
| F. \$ | PURCHASE PRICE, EXCLUDING CLOSING COSTS (Total of A through E). |

SAN FRANCISCO PURCHASE AGREEMENT SAN FRANCISCO ASSOCIATION OF REALTORS* STANDARD FORM

ASSOCIATION of REALTORS

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|---|---|--|
| to purchase for the sum of \$ | offer from the real property known as | ("Property"). |
| | fully Signed by Buyer or on | |
| | % undivided interest in the Tenancy-in-Common (` n the cooperative apartment building shown above. | IIC) property shown above. |
| In checked) this is a parchase of stock i | in the cooperative apartment building shown above. | |
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| | required to Deliver the agency form to the other Pa | |
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| is the broker of (check one): the Sell | er; or D both the Buyer and Seller (dual agent). | |
| Seller's Agent | esperson or broker associate) D both the Buyer's an | License Number |
| | esperson or broker associate) 🗆 both the Buyer's ar | nd Seller's Agent (dual agent). |
| Buyer's Brokerage Firm the Buy is the broker of (check one): ☐ the Buy | er; or D both the Buyer and Seller (dual agent). | License Number |
| | | License Number |
| 1- /-b11. IT 4b- 8/- 44/1 | son or broker associate) 🗆 both the Buyer's a | nd Seller's Agent (dual agent). |
| | resents Seller Buyer. See Additional Broke SELLERS AND/OR DUAL AGENCY: The Partie: | |
| o Escrow Holder or | ler Disclosure and Consent (C.A.R. form PRBS). | |
| o escrow noider or | | This Agreement, including all fully |
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| (date). | shall be Delivered to Escrow Holder within 15 d | date (date |
| al or 🗆 FHA 🗆 VA | s Agreement is contingent upon Buyer obtain | ing a new conventional or 🗆 FHA 🗆 V |
| | r a loan which is fixed for the entire term | |
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secondary residence or

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Item any continue to use the Property after COE is attached to and made a part of this

ency, nor do they require amendment of Seller's disclosures.

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- The Appraisal Contingency is separate and distinct from the Finance Contingency.
- If Buyer waives the Appraisal Contingency,
 Buyer may NOT cancel citing the lender
 rejection of the loan based on a low appraisal.

| This is intended to be a legally binding contract for the purchase of real | property in San Francisco |
|--|--|
| ate Prepared This is an offer from | ("Buyer") |
| purchase for the sum of \$ the real property known as | ("Property"). |
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| Seller's Brokerage Firm | License Number |
| is the broker of (check one): the Seller; or both the Buyer and Seller (dual agent). | |
| Seller's Agent | License Number |
| is (check one): ☐ the Seller's Agent (salesperson or broker associate) ☐ both the Buyer's and Buyer's Brokerage Firm | l Seller's Agent (dual agent). License Number |
| is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (dual agent). | |
| Buyer's Agent | License Number |
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| C. POTENTIALLY COMPETING BUYERS AND SELLERS AND/OR DUAL AGENCY: The Parties | each acknowledge receipt of a Possible |
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| A. \$ INITIAL DEPOSIT shall be Delivered by wire transfer or | payable to Escrow Holder or |
| der at no less than the Purchase Pri | ce or S |
| | |
| ecified herein permits Buyer to term | inate this Agreeme |
| comed nerem permits bayer to term | mate timor igi ceme |
| nd distinct. Other matters included i | n the annraical reno |
| ia distilict. Other matters included i | ii tile appraisarrept |
| the Diving Investigation continue | |
| the Buyer's Investigation continge | ncy and do not crea |
| | 1.0 |
| nent of Seller's disclosures. | |
| E. S CASH_BALANCE shall be deposited by Buyer with Escrow Holder prior to | COE |
| E. 5 CASH BALANCE Shall be deposited by buyer with Escrow Holder prior to | D COE. |
| APPRAISAL: This Agreement is contingent upon a written appraisal by Buyer's lender at no less th | nan the Purchase Price or \$ |
| or, if no Buyer financing, by a licensed appraiser. Failure to appraise at the value specified herein p | ermits Buyer to terminate this Agreement |
| only if Buyer retains this appraisal contingency; the loan contingency is separate and distinct. Other | er matters included in the appraisal report |
| such as square footage measurements and the condition of the Property fall under the Buyer's Inc | vestigation contingency and do not create |
| community rights and critina appraisal contingency, not do they require amendment of seller | |
| OCCUPANCY TYPE: Buyer intends to use the Property as a primary residence or ☐ secondary | |
| PHYSICAL POSSESSION: Physical possession of the Property shall be Delivered to Buyer | |
| Addendum setting forth terms upon which Seller may continue to use the Property after CO | is attached to and made a part of this |
| Agreement. If the Property is tenant occupied, see paragraph 18. | € |
| Page 1 of 8 Buyer's Initials | Seller's Initials |
| Page 1 of 8 Rev. 12/22)/ Copyright © 2022 San Francisco Association of REALTORS® | /(Agreement) |
| | |

SAN FRANCISCO PURCHASE AGREEMENT



- Physical Possession defaults to the time the deed is recorded.
- A checkbox for a "rent-back" is included.

7. **PHYSICAL POSSESSION:** Physical possession of the Property shall be Delivered to Buyer **upon recordation of the deed or** An Addendum setting forth terms upon which Seller may continue to use the Property after COE is attached to and made a part of this Agreement. If the Property is tenant occupied, see paragraph 18.

| CIATION of REALTORS | | |
|--|--|--|
| | This is intended to be a legally binding contract for the purchase of real property in San Francisco | |
| d | This is an offer from | ("Buyer") |
| or the sum of \$ _ | | 'Property"). |
| | s after being fully Signed by Buyer or on (date) at | (time). |
| | ase of a% undivided interest in the Tenancy-in-Common (TIC) property shown above. | |
| d) this is a purch | ase of stock in the cooperative apartment building shown above. | |
| ler are collective | ly referred to as the "Parties"; Agents are not Parties to this Agreement. | |
| | | 0.00 |
| | s each acknowledge receipt of a Disclosure Regarding Real Estate Relationships (C.A.R. form AD) if r | epresented |
| | either Agent is required to Deliver the agency form to the other Party. N: The following agency relationships are hereby confirmed for this transaction: | |
| kerage Firm | N: The following agency relationships are hereby committed for this transaction: License Number | |
| | : □ the Seller; or □ both the Buyer and Seller (dual agent). | |
| nt | License Number | |
| | r's Agent (salesperson or broker associate) Doth the Buyer's and Seller's Agent (dual agent). | |
| kerage Firm | License Number | |
| | : □ the Buyer; or □ both the Buyer and Seller (dual agent). | |
| ent | er's Agent (salesperson or broker associate) both the Buyer's and Seller's Agent (dual agent). | |
| | Buyer upon recordation of the de ter COE is attached to and made a | |
| | ter COE is attached to and made a | |
| | | |
| rty aft | ter COE is attached to and made a | a pai |
| rty aft | ter COE is attached to and made a | a par |
| rty aft | ter COE is attached to and made a | or on or (date). |
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| rty aft | ter COE is attached to and made a | or on or (date). FHA VA interest not riod of |
| ADD befo | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance refirst DOAN; This Agreement is contingent upon Buyer obtaining a new conventional or first DOAN; This Agreement is contingent upon Buyer obtaining a new conventional or first DOAN; This Agreement is contingent upon Buyer obtaining a new conventional or first DOAN; This Agreement is contingent upon Buyer of for first DOAN; This fixed for the entire term or fixed for an initial part of fixed for an initial part of | or on or date). FHA VA interest not riod of ule, secured |
| ADD befo NEW o to ex year by a loan, | TIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA |
| ADD before to expense by a loan, OTH | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA |
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| ADD before NEW per by a loan, OTH finar | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA |
| ADD befo NEW or to expear bear loan, OTH finar Attas | TITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance For ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance For ITIONAL This Agreement is contingent upon Buyer obtaining a new conventional or For ITIONAL This Agreement is contingent upon Buyer obtaining a new conventional or for a loan which is fixed for the entire term or □ fixed for an initial per for deed of ' for a loan which is fixed for the entire term or □ fixed for an initial per for deed of trust on the Property, with a loan fee of zero or □ not more than points. For An Amendatory Clause Addendus at stached (CA.R form FVAG.) FOR FINANCING: This Agreement is contingent upon Buyer obtaining a new second loan or other for on the following terms: thed Addenda: □ Assumed Financing (CA.R. form AFA), □ Seller Financing (CA.R. form SFA). H BABANCE shall be deposited by Buyer with Escrow Holder prior to COE. | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA |
| ADD before NEW of the total plan a loan, OTH finar Attac | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA |
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| ADD befo NEW. of to expear by a loan, OTH finar Attas. | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or of odde). FHA OVA interest not riod of less secured an FHA/VA or additional |
| ADD before to experience of the first and th | INTIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance **PIRST_LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or **PIRST_LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or **PIRST_LOAN: This Agreement is contingent upon Buyer obtaining a new conventional or **month(s) and thereafter adjustable according to the lender's predetermined scheduler of the property, with a loan fee of zero or □ **not more than points. For **PIRST_LOAN: This Agreement is contingent upon Buyer obtaining a new second loan or othering on the following terms: **hed Addenda: □ Assumed Financing (C.A.R. form FAA). Seller Financing (C.A.R. form SFA). **HaALANCE shall be deposited by Buyer with Escrow Holder prior to COE. **CHASE_PRICE_EXCLUDING_CLOSING_COSTS_(Total of A through E). **Illicensed appraiser. Failure to appraise at the value specified herein permits Buyer to terminate this instala contingency, the loan contingency is separate and distinct. Other matters included in the apprurements and the condition of the Property fail under the Buyer's Investigation contingency and dis appraisal contingency, and developed the property fail under the Buyer's Investigation contingency and dis appraisal contingency, and developed the property failured the Buyer's Investigation contingency and dis appraisal contingency. | or on or (date). FHA ova interest not riod of ule, secured an FHA/VA or additional |
| ADD befo befo befo control to e. e. year by a yallon, OTH finan Attata. CASP control to e. e. retains this approximation are fortage meas refortage meas refortage meas rights under this | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or on or (date). FHA VA interest not riod of ule, secured an FHA/VA r additional |
| ADD befo befo befo to e. years by a loan. That attack the company of the company | INTIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance TO INTIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance TO INTIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance TO INTIONAL DEPOSIT shall be Delivered to Escrow Holder within a new conventional or TO INTIONAL DEPOSIT shall be Delivered to Escrow Holder for an initial per ceed % for a loan which is fixed for the entire term or fixed for an initial per ceed % for a loan which is fixed for the entire term or fixed for an initial per ceed % for a loan which is fixed for the entire term or fixed for a initial per ceed of trust on the Property, with a loan fee of zero or not more than points. For a Amendatory Clause Addendar as tached the according to the lender's predetermined scheduling on the following terms: the Addendar: □ Assumed Financing (C.A.R. form AFA) Seller Financing (C.A.R. form SFA). He BALANCE shall be deposited by Buyer with Escrow Holder prior to C.O.E. CHASE PRICE, EXCLUDING CLOSING CLOSING (C.STS) (Total of A through E). It contingent upon a written appraisal by Buyer's form and distinct. Other matters included in the appurements and the condition of the Property fall under the Buyer's Investigation contingency and dis appraisal contingency, and dis appraisal contingency. A development of Seller's disclosures. Very continued to the property shall be Delivered to Buyer upon recordation of the deep very experiments. | or □ on or(date). FHA □ VA interest not riod ofule, secured an FHA/Va r additional Agreement raisal report o not create |
| ADD befo befo befo control to e. e. year by a yallon, OTH finan Attata. CASh year car fortage mean from the profession of the profession o | ITIONAL DEPOSIT shall be Delivered to Escrow Holder within 15 ordays after Acceptance re | or □ on or(date). FHA □ VA interest not riod ofule, secured an FHA/Va r additional Agreement raisal report o not create |

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- The contingency GRID defines timeframes and related seller document deadlines.
- Buyer is warned removing contingencies before receiving all documents may create a waiver.
- Added a reference to C.A.R's new SOLAR form.

| D | 15 | Title Review | 15 or Days | Buyer to order within 3 Days after Acceptance. Seller to disclose matters affecting title not shown in the Prelim within 5 Days |
|---|---|--|--|---|
| | 16 | Buyer's Investigations | 15 or Days | |
| F | 17 | HOA Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| G | 18A | Rental Leases and Estoppels | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| н | 18B | Rental Property Accounting | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| ī | 22 | Seller's Statutory Disclosures | 15 or Days | Seller to Deliver no later than 7 Days after Acceptance |
| J | 23A | SF Seller Disclosure | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| K | 23B | Other Seller Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| L | | Other contingency | Days | See paragraph 49 or attached Addenda if any |
| L | in previote provistatutor remova ITEMS I A. FIXT Purchas awnings softenir shrubs a monitor (If ch B. PER sale unl Accepta All re All re | ously provided documents is midded disclosure documents required mission right, or any sep lof any contingency in this Agro-NCLUDED FRON UMES: Unless excluded in 10.0 te Price, including: electrical, lig systems, air coolers or condit and outdoor plants planted in ring or security systems, togethe ecked) paragraphs 1 and 2 of tr SONAL PROPERTY ITEMS INCL. SONAL PROPERTY ITEMS INCL. ess specified in this Agreemen co., are included in the sale, effigerators All freezers anges/stoves All friezers All dishwash | aterially changed fred by law or p arrate contractua seement requires 4 THE SALE: To to below, all existin thiting, plumbing sor coverings; af oners; pool and: he ground; priva: with any dedica see SFAR form FPI UDED: ttems life to the presonal free of liens, but with any description with any dedica see SFAR form FPI UDED: ttems life to Wine co | ing the documents specified in paragraphs 100, 15, 17 and 18 unless information per paragraph 52. Nothing in this paragraphs hall relieve Seller of the obligation per paragraph 52. Nothing in this paragraph shall relieve Seller of the obligation are paragraphs 122, 23 and 24. This paragraph shall not act as a waiver of any Buye termination right that is not a contingency of this Agreement. Buyer's waiver or a written contingency removal. \(\Box \) (if checked \$9.54R form CR is attached.) he extent owned by Seller, rather than a staging company or real estate agent glottures and fittings attached to the Property are included, free of liens, in the and heating fixtures, handware; solar systems (see CA. Rirom SOLAR), screens fixed mirrors; television antennas/staffitted sides and related equipment; mallow grape and related equipment; mallow grape doer openers and transmitter; tries te telephone systems; home entry access and video devices, home automation der handware and result of applicables official or spilical software and passwords needed to operate them Pf Seller Preferences) dated "replace paragraphs B and C below with no warranty of condition." |
| | | | | ed only for earthquake safety; externally mounted A/V (audio-visual) equipmen oles shall be repaired but not painted); and these additional exclusions: |
| | concern ability o require agreem | ning any leased or liened items or or willingness to assume any lea any financial contribution by S ents to accept responsibility for | vithin the time s use, lien or ongo eller. Seller may all obligations o | Buyer all leases, warranties, maintenance agreements and other document pecified in paragraph 8. This Agreement is contingent upon Buyer's review of an go obligations disclosed by Seller. The assumption of any lease or lien shall no terminate this Agreement if Buyer refuses to enter into any necessary writter Seller-disclosed leased or liened terms. Upon removal of this contingency, Buyer st, and pay any applicable transfer fees. |

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CONTINGENCIES AND DOCUMENT DELIVER!? Paragraphs 8A-1 are contingencies of this Agreement unless waived or removed by Buyer. Within the time specified in the Duration column and no less than 5 days after Delivery of the related documents, Buyer shall either (a) remove the contingencies, (b) inegotiate a modification of terms, or (c) terminate this Agreement as set forth in paragraph 8. Referenced paragraphs below provide further explanation. Contingencies established by this Agreement continue even after the expiration date until a Party serves a Notice to Perform and terminates this Agreement per paragraph 45. Once a contingency is waived or removed, the other

15 or __ Days Seller to Deliver required documents within 3 Days after Acceptance

Party may not terminate this Agreement for lack of timely removal.

21 or Days

Loans

Leased or Liened items



• The contingency GRID defines timeframes and related seller document deadlines

| | 95 | . 10 | | E 16 Buyer's Investigations |
|-----|----------------|--------------------------------|--------------------------------|---|
| - 1 | Para- graph | Contingency | Duration (after Acceptance) | Seller Delivery of documents to Buyer (duration after Acceptance) and any Additional Terms |
| 4 | 4/14 | Loans | 21 or Days | |
| 3 ! | 5 | Appraisal | 21 or Days | |
| | 10D | Leased or Liened items | 15 or Days | Seller to Deliver required documents within 3 Days after Acceptance |
|) | 15 | Title Review | 15 or Days | Buyer to order within 3 Days after Acceptance. Seller to disclose matters affecting title not shown in the Prelim within 5 Days |
| = | 16 | Buyer's Investigations | 15 or Days | |
| = | 17 | HOA Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 3 | 18A | Rental Leases and Estoppels | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 1 | 18B | Rental Property Accounting | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 1 | 22 | Seller's Statutory Disclosures | 15 or Days | Seller to Deliver no later than 7 Days after Acceptance |
| 1 | 23A | SF Seller Disclosure | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| (| 23B | Other Seller Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| | | Other contingency | Days | See paragraph 49 or attached Addenda if any |

| | Pro | operty: | | | Date: |
|------------------|-----|--|--|--|--|
| 8. | 1 | Within remove paragra a Party | the time specified in the Dura the contingenc(ies), (b) negoti phs below provide further exp | tion column and ate a modificatio lanation. Conting I terminates this | ohs SA-L are contingencies of this Agreement unless waived or removed by Buyer, no less than 5 days after Delivery of the related documents, Buyer shall either (a) of terms, or (c) terminate this Agreement as set forth in paragraph 45. Referenced encies established by this Agreement continue even after the expiration date until igreement per paragraph 45. Once a contingency is waived or removed, the other ely removal. |
| | | Para- | Contingency | | Seller Delivery of documents to Buyer (duration after Acceptance) and any |
| | A | 4/14 | Loans | 21 or Day | |
| | _ | 5 | Appraisal | 21 or Day | |
| | ⊢ | 10D | Leased or Liened items | | Seller to Deliver required documents within 3 Days after Acceptance |
| | ⊢ | 15 | Title Review | | Buyer to order within 3 Days after Acceptance. Seller to disclose matters affecting title not shown in the Prelim within 5 Days |
| | E | 16 | Buyer's Investigations | 15 or Day | |
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| | 'n | tan | ce) and any | _ Day | Seller to Deliver within 10 or Days after Acceptance |
| CE | ۲ | Lan | ce) and any | _ Day | Seller to Deliver within 10 or Days after Acceptance |
| | | | | _ Day | Seller to Deliver no later than 7 Days after Acceptance |
| _ | - | | | _ Day | Seller to Deliver within 10 or Days after Acceptance |
| | | | | _ Day | Seller to Deliver within 10 or Days after Acceptance |
| _ | _ | | | _ Day | See paragraph 49 or attached Addenda if any |
| | | | | | warns buyer 1401 to waive or remove any contingency prior to receiving an |
| Α | C | сер | tance | inclu | s this warning, Buyer shall have no right to terminate this Agreement upon later ling the documents specified in paragraphs 100, 15, 17 and 18 unless information Joer paragraph 25. Nothing in this paragraph shall relieve Seller of the obligation |
| - | | | | | aragraphs 22, 23 and 24. This paragraph shall not act as a waiver of any Buyer |
| disclose matters | | | e matters | quire: E: To existi mbinį ngs; a ol and d; priv | It termination right that is not a contingency of this Agreement. Buyer's waiver or a written contingency removal. [If checked] SFAR from RG is attached.) the extent owned by Seller, rather than a staging company or real estate agent: gritters and fittings attached to the Property are included, free of liens, in the and he hatting fixtures; hardware; solar systems (see C.A.R. form SOLAR); screens; span and related equipment; mailtox; garage door openers and transmitters; trees, the telephone systems; home entry access and video devices, home automation, at telephone systems; home entry access and video devices, home automation, |
| | | | | rm FF rems I rsonal rs, bu | ated hardware and/or applicable software and passwords needed to operate them. PC felier Perferences) datedreplace paragraphs B and C below. sted in the MLS, disclosures, or marketing materials are not included in the property checked below (and the fixtures referred to above) on the Property at t with no warranty of condition: |
| | | | | | ave Washers and dryers E/V chargers |
| | | | | attac | oler Bathroom mirrors Fireplace equipment See paragraph 49 sed only for earthquake safety; externally mounted A/V (audio-visual) equipment soles shall be repaired but not painted); and these additional exclusions: |
| | | | | time s | Buyer all leases, warranties, maintenance agreements and other documents pecified in paragraph 8. This Agreement is contingent upon Buyer's review of and ing obligations disclosed by Seller. The assumption of any lease or lien shall not terminate this Agreement if Buyer refuses to enter into any necessary written |

tions of Seller-disclosed leased or liened items. Upon removal of this contingency, Buyer

eements; and pay any applicable transfer fees.

'2 San Francisco Association of REALTORS'



- Buyer is warned NOT to remove contingencies before receiving related documents - waiver.
- Note the checkbox to attach the CR form.

| 1 | Within remove paragra a Party | the time specified in the Durat the contingenc(ies), (b) negotia aphs below provide further expl | on column and nate a modification anation. Contingenterminates this A | his 8A-La re contingencies of this Agreement unless waived or removed by 8 loses than 5 days after Delivery of the related documents, Buyer shall eith of terms, or (c) terminate this Agreement as set forth in paragraph 45. Refere rencies established by this Agreement continue even after the expiration date greement per paragraph 45. Once a contingency is waived or removed, the cly removal. |
|---|--|--|---|---|
| | Para- graph | Contingency | | Seller Delivery of documents to Buyer (duration after Acceptance) and any Additional Terms |
| Α | 4/14 | Loans | 21 or Days | |
| В | 5 | Appraisal | 21 or Days | |
| С | 10D | Leased or Liened items | 15 or Days | Seller to Deliver required documents within 3 Days after Acceptance |
| D | 15 | Title Review | 15 or Days | Buyer to order within 3 Days after Acceptance. Seller to disclose matters affecting title not shown in the Prelim within 5 Days |
| Ε | 16 | Buyer's Investigations | 15 or Days | |
| F | 17 | HOA Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| G | 18A | Rental Leases and Estoppels | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| Н | 18B | Rental Property Accounting | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| ı | 22 | Seller's Statutory Disclosures | 15 or Days | Seller to Deliver no later than 7 Days after Acceptance |
| J | 23A | SF Seller Disclosure | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| K | 23B | Other Seller Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| L | | Other contingency | Days | See paragraph 49 or attached Addenda if any |

9. WAIVER OR REMOVAL OF CONTINGENCIES: Agent warns Buyer NOT to waive or remove any contingency prior to receiving all documents related to the contingency. If Buyer ignores this warning, Buyer shall have no right to terminate this Agreement upon later receipt of documents from Seller or third parties, including the documents specified in paragraphs 10D, 15, 17 and 18 unless information in previously provided documents is materially changed per paragraph 25. Nothing in this paragraph shall relieve Seller of the obligation to provide disclosure documents required by law or paragraphs 22, 23 and 24. This paragraph shall not act as a waiver of any Buyer statutory termination right, or any separate contractual termination right that is not a contingency of this Agreement. Buyer's waiver or removal of any contingency in this Agreement requires a written contingency removal.

[If checked] SFAR form CR is attached.]

| greements | s to accept responsi | bility for all obligations of Seller-disclosed leased or liened item ns and service agreements; and pay any applicable transfer fee | s. Upon removal of this | |
|--------------------------|----------------------|--|-------------------------|-------------|
| age 2 of 8 ev. 12/22) | Buyer's Initials | Copyright © 2022 San Francisco Association of REALTORS* | Seller's Initials | (Agreement) |



- Personal property checkboxes updated for fireplace equipment and E/V chargers.
- Added a reference to C.A.R.'s SOLAR form.
- Clarifies the inclusion of video entry cameras and doorbells and related automated devices.

Checkbox included to attach "Seller's Preferences."

| ithin 1 move ragra Party: | the time specified in the Durati the contingenc(ies), (b) negotia phs below provide further expla | on column and nate a modification anation. Contingenterminates this A | hs 8A-L are contingencies of this Agreement unless waived or removed by Buyer. o less than 5 days after Delivery of the related documents, Buyer shall either (a) of terms, or (c) terminate this Agreement as set forth in paragraph 45. Referenced encies established by this Agreement continue even after the expiration date until greement per paragraph 45. Once a contingency is waived or removed, the other ely removal. |
|---|---|---|---|
| ara- raph | Contingency | Duration (after Acceptance) | Seller Delivery of documents to Buyer (duration after Acceptance) and any Additional Terms |
| /14 | Loans | 21 or Days | |
| | Appraisal | 21 or Days | |
| 0D | Leased or Liened items | 15 or Days | Seller to Deliver required documents within 3 Days after Acceptance |
| 5 | Title Review | 15 or Days | Buyer to order within 3 Days after Acceptance. Seller to disclose matters affecting title not shown in the Prelim within 5 Days |
| 6 | Buyer's Investigations | 15 or Days | |
| 7 | HOA Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 8A | Rental Leases and Estoppels | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 8B | Rental Property Accounting | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 2 | Seller's Statutory Disclosures | 15 or Days | Seller to Deliver no later than 7 Days after Acceptance |
| 3A | SF Seller Disclosure | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| 3B | Other Seller Disclosures | 15 or Days | Seller to Deliver within 10 or Days after Acceptance |
| | Other contingency | Days | See paragraph 49 or attached Addenda if any |
| provi | de disclosure documents requ y termination right, or any sep | ired by law or parate contractua | Jeer paragraph 25. Nothing in this paragraph shall relieve Seller of the obligation aragraphs 22, 23 and 24. This paragraph shall not act as a waiver of any Buyer I termination right that is not a contingency of this Agreement. Buyer's waiver or the extent owned by Seller, rather than a staging company or real estate agent: |
| onitor (If ch PER le unl ccepta All re ITEN | e Price, including: electrical, lig s; butters: dranes; attached fit ig systems; air coolers or condit and outdoor plants planted in 1 ind outdoor plants planted in 1 ind outdoor plants planted in 2 of the SONAL PROPERTY ITEMS INC. SONAL PROPERTY ITEMS INC. ess specified in this Agreemer noce, are included in the sale, efrigerators All freezers anges/stoves All fireezers anges/stoves All fireezers anges/stoves All Steward The SALE: | ghting, plumbing oor coverings; af ioners; pool and: the ground; privar with any dedica he SFAR form FPI.UDED: Items lint. The personal free of liens, but microwaters Wine co-Furniture attach | g fixtures and fittings attached to the Property are included, free of liens, in the and heating fixtures, hardware; solar systems (see C.A.R. Grm 50/AR); screens; fixed mirrors; television antennas/satellite dishes and related equipment, water pan and related equipment, water pan and related equipment, water the pan and related equipment, waters to telephone systems; home entry access and video devices, home automation, telephone systems; home entry access and video devices, home automation, explained and compared to the hardware and passwords needed to operate them. PR [Seller Preferences) datedreplace paragraphs B and C below. Set in the MISA, dictiosures, or marketing materials are not included in the property checked below (and the fixtures referred to above) on the Property at with no warranty of condition: ver Washers and dryers Pr/ Varagers |
| LEA incern pility o quire greem | SED OR LIENED ITEMS: Selle ling any leased or liened items v ru willingness to assume any lea any financial contribution by Sents to accept responsibility for | r shall Deliver to within the time s ase, lien or ongo Seller. Seller may r all obligations o | Buyer all leases, warranties, maintenance agreements and other documents becified in paragraph 8. This Agreement is contingent upon Buyer's review of and ing obligations disclosed by Seller. The assumption of any lease or lien shall not terminate this Agreement if Buyer refuses to enter into any necessary written (Seller-disclosed leased or liened tiens. Upon removal of this contingency, Buyer ts; and pay any applicable transfer fees. |
| ge 2 of | Buyer's Initials | ight © 2022 San | Seller's Initials Francisco Association of REALTORS (Agreement) |



CONTRACT ADDENDA - PARA 11

FINANCING PROVISIONS - PARA 14

- Proof of funds for deposit and down payment shall be provided to Seller within 3 Days - Para 14.
- Buyer permits Seller's agent to contact loan officer for "status" updates - Para 14.

INVESTIGATIONS - PARA 16

- Investigations Buyer may not "instigate" any local government inspection Para 16.
- Waiver of Investigation contingency requires CR form Para 16A.
- "Informational Access" for 21 or ___ Days, distinct from Investigation Contingency - Para 16B.

| Property: | Date: |
|-----------|-------|
| | |

- 11. CONTRACT ADDENDA: The following Addenda are incorporated and shall be signed and returned with this Agreement.

 Buyer's Intent to Exchange (C.A.R. form BXA)
 Seller's Intent to Exchange (C.A.R. form SXA)
- □ Backup Offer Addendum (SFAR form BOA-8) □ Sale of Buyer's property (C.A.R. form COP) □ Addendum #□ (C.A.R. form ADM)

 I. NITENT TO EXCHANGE RAPOERTY: if checked in paragaph 11, no eor both Parties intends to include this Property and IRS §1031

 exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional experience or liability.
- 13. SALE OF BUYER'S PROPERTY: If checked in paragraph 11, this Agreement is contingent upon the sale of a property owned by Buyer.
 FINANCING PROVISIONS: Buyer affirms that only the long(is) specified in paragraph 4 are needed to complete this purvates and shall act diligently and in good faith to obtain them. Agents urge Buyer to confirm loan(s) will fund before removing the financing contingency, Buyer represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan-drafts to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the difference. Seller relies on Buyer's stated financing and shall cooperate with, including providing prompt access for appraisal(s), but nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall not interfere with such efforts. Seller shall not retired to the such a date matter financing.
- 15. TITLE REVIEW: Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Escrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not identify every issue affecting title. Buyer shall take title to the Property subject to all encumbrances, easements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance except: (1) monetary liens which, unless otherwise agreed in writings, Seller will pay off from Seller's proceeds at COE; and (2) any matters which Seller has agreed in writing to remove prior to COE. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown on the Prelim. Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Agreement. However, for an amended Prelim, Buyer's regist to terminate this Agreement applies only if it contains material differences from the prior Prelim. At COE Buyer shall receive a grant deed conveying all of Seller's right, title and interest in the Property. Title shall uses as specified by Buyer. The manner of taking title may have significant legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences are should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences.
- 16. BUYER'S INVESTIGATION CONTINGENCY: This Agreement is contingent upon Buyer's approval, in Buyer's sole discretion, of any matter affecting the Property, including without limitation its physical condition, square footage, parking and storage availability, insurablity, neighborhood issues, the intended use, or future development. Buyer shall have the right to conduct inspections of the Property by contractors, engineers, architects, and/or other experts, which inspections may include, but are not limited to, a general property inspection, a structural pest control inspection, inspection of the foundation, framing, roof, plumbing, sewer lines, heating, air conditioning, solar system and maintenance agreements, electrical and mechanical systems, appliances, retaining walls, geologic conditions, pool/spa and equipment, environmental hazards (such as asbestos, mold, electromagnetic fields, radon gas, lead paint or lead hazards, fuel or chemical storage tanks, and other materials or products), noise transmission, water/utility use restrictions, and location of property lines. Agents strongly recommend that Buyer retain Buyer's own professionals to investigate the condition of the Property including, but not limited to, its physical condition, matters affecting its use, and its value and desirability for the purposes intended by Buyer, Buyer acknowledges reports received from third parties do not constitute representations or warranties by either Seller or Agents as to the past, present or future condition, use or development potential of the Property. Agents strongly recommend that Buyer obtain written inspection reports and conduct any further inspections recommended in those reports. Agents do not certify or verify lot size, boundary lines or interior square footage, nor information contained in inspection reports, advertising, or representations of others. Seller shall permit inspections with reasonable advance notice from Buyer. No invasive testing is allowed, including 'test holes', without Seller's advance written consent. Buyer is responsible for damage caused by Buyer's inspections, which obligation survives termination of this Agreement. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection or review of the Property; this covenant survives termination of this Agreement Prior to removal of this contingency, Buyer may request Seller make repairs or credit Buyer for the estimated costs of identified repair work, but Seller is not obligated to agree to any such request. A. WAIVER: If Buyer waives any and all rights to perform the investigations specified above, then Buyer is proceeding against the advice of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which would have been disclosed, detected and/or evaluated by such investigations.
- B. INFORMATIONAL ACCESS: Buyer shall have reasonable access to the Property for informational purposes only for 21 or ____ days after Acceptance separate from this Investigation contingency, or ☐ Buyer waives access.
- 17. HOMEOWNERS' ASSOCIATION ("HOA?") DISCLOSURES: If the Property is located in a Common interest Development, which includes condominiums and cooperative papartment, shirly large ment is contingent upon Buyer's review of the documents describe below. Seller shall furnish Buyer with copies of the Property's legal description (including parking and storage spaces, if any), covenants, conditions and restrictions' ("CC&Rs"), articlose of incorporation, bylaws, rules and regulations currently in force, the most recent finant attements of the HOA, a current operating budget, the last 12 months' HOA meeting minutes, the reserve study, a Condominium/cooperative Financial Disclosure Statement, and any other documents required by law. Seller shall also disclose all HOA dave, feet, special assessments, including the common statement of the Post of the P

| Page 3 of 8 | Buyer's Initials | | Seller's Initials | |
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Addenda grouped together - Para 11.

1. CONTRACT ADDENDA: The following Addenda are incorporated and shall be signed and returned with this Agreement ☐ Buyer's Intent to Exchange (C.A.R. form BXA) ☐ Seller's Intent to Exchange (C.A.R. form SXA) □ Backup Offer Addendum (SFAK form BOA-B) □ Sale of Buyer's property (C.A.K. form COP) □ Addendum # (C.A.K. form ADM 12. INTENT TO EXCHANGE PROPERTY: If checked in paragraph 11, one or both Parties intends to include this Property in an IRC §1031 exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expense or liability. 13. SALE OF BUYER'S PROPERTY: If checked in paragraph 11, this Agreement is contingent upon the sale of a property owned by Buyer. 14. FINANCING PROVISIONS: Buyer affirms that only the loan(s) specified in paragraph 4 are needed to complete this purchase and shall act diligently and in good faith to obtain them. Agents urge Buyer to confirm loan(s) will fund before removing the financing contingency. Buyer represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan. Any credits to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the difference. Seller relies on Buyer's stated financing and shall cooperate with it, including providing prompt access for appraisal(s), but nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall not interfere with such efforts. Seller shall not refuse to close escrow if Buyer has obtained alternative financing. 15. TITLE REVIEW: Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Escrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not identify every issue affecting title. Buyer shall take title to the Property subject to all encumbrances, easements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance except: (1) monetary liens which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at COE; and (2) any matters which Seller has agreed in writing to remove prior to COE. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown on the Prelim, Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Agreement, However, for an amended Prelim, Buyer's right to terminate this Agreement applies only if it contains material differences from the prior Prelim. At COE Buyer shall receive a grant deed conveying all of Seller's right, title and interest in the Property. Title shall vest as specified by Buyer. The manner of taking title may have significant legal and tax consequences. Buyer should consult with their legal and tax advisors, Buyer should direct all questions regarding title insurance coverage, its cost, and the availability of enhanced coverages, such as those offered by an ALTA policy, to the Escrow Holder or title company. 16. BUYER'S INVESTIGATION CONTINGENCY: This Agreement is contingent upon Buyer's approval, in Buyer's sole discretion, of any matter affecting the Property, including without limitation its physical condition, square footage, parking and storage availability, insurability,

neighborhood issues, the intended use, or future development. Buyer shall have the right to conduct inspections of the Property by

- 11. **CONTRACT ADDENDA:** The following Addenda are incorporated and shall be signed and returned with this Agreement.
 - ☐ Buyer's Intent to Exchange (C.A.R. form BXA) ☐ Seller's Intent to Exchange (C.A.R. form SXA)
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without Seller's advance written consent. Buyer shall provide Seller with copies of all reports. Buyer shall provide Seller with copies of all reports. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection or review of the Property, this covenant survives termination of this Agreement. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection or review of the Property, this covenant survives termination of this Agreement Prior to removal of this contingency, Buyer shall provide Seller make repairs or credit Buyer for the estimated costs of identified repair work, but Seller is not obligated to agree to any such request. A WAIVER: However way and all rights to perform the investigations specified above, then Buyer is proceeding against the advice of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which would have been disclosed, detected and/or evaluated by such investigations.

- B. INFORMATIONAL ACCESS: Buyer shall have reasonable access to the Property for informational purposes only for 21 or _____ days after Acceptance separate from this Investigation contingency, or \square Buyer waives access.
- 17. HOMEOWNERS' ASSOCIATION ("HOA") DISCLOSURES: if the Property is located in a Common interest Development, which includes condominiums and cooperative partments, this Agreement is contingent upon Buyer's review of the document secretions below. Seller shall furnish Buyer with copies of the Property's legal description (including parking and storage spaces, if any), covenants, conditions and restrictions ("CCASE"), articles of incorporation, bylwars, rules and regulations currently in force, the most recent finantiatements of the HOA, a current operating budget, the last 12 months' HOA meeting minutes, the reserve study, a Condominium/Cooperative Financial Disclosure Statement, and any other documents required by law. Seller shall also disclose all HOA dues, fees, special assessments, including

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 "Proof of Funds" (deposit / down payment / closing costs) within 3 Days - Para 14. Property: ______ Date: ______

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 Buyer's Intent to Exchange (C.A.R. form BXA)

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 12. INTENT TO EXCHANGE PROPERTY: If checked in paragraph 11, one or both Parties intends to include this Property in an IRC §1031

 22. Exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless pecified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expense or liability.
- 14. FINANCING PROVISIONS: Buyer affirms that only the loan(s) specified in paragraph 4 are needed to complete this purchase and shall excit diligently and in good faith to obtain them. Agents urge Buyer to confirm loan(s) will find before removing the financing contingency. Buyer represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided with the offer, and permits Euler's Agent to contact Buyer's journager(s), solely to determine the status to Buyer's loan, any credits to Buyer from any source shall be disclosed to Buyer's leander, Life to total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the afference. Seller relies on Buyer's stated financing and shall cooperate this, including providing prompt access for appraisable." Out nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall not interfere with such efforts. Seller shall not return the such efforts. Seller shall not return the such efforts. Seller shall not effort the sel
- 15. TITLE REVIEW: Buyer: a Ladjor's expense, shall order a Preliminary Report ("Prelim") from Excrow Holder. A Prelimin sonly an offer to issue a policy of title insuffice and may not identify every issue affecting title. Buyer shall take title to the Property subject to all encumbrances, easements—fifths, coverants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance except: (1) more fary liens which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at CD; and (2) any matters which Seller has agreed in writing to remove prior to CD. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown on the Prelim. Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Agreement. However, for an amended Prelim, Buyer's right to terminate this Agreement applies only if it contains material differences from the prior Prelim. At CDE Buyer shall receive a grant deed conveying all of Seller's right, title and interest in the Property. Title shall vest as specified by Buyer. The manner of taking title may have significant legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences. Buyer should consult with their legal and tax consequences.
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. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided

with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan. Any credits to Buyer

| present or ruture condition, use or development potential of the Property. Agents strongly recommend that buyer obtain writte |
|---|
| inspection reports and conduct any further inspections recommended in those reports. Agents do not certify or verify lot size |
| boundary lines or interior square footage, nor information contained in inspection reports, advertising, or representations of |
| others. Seller shall permit inspections with reasonable advance notice from Buyer. No invasive testing is allowed, including 'test holes' |
| without Seller's advance written consent. Buyer is responsible for damage caused by Buyer's inspections, which obligation survive |
| termination of this Agreement. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection |
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| of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from |
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| D INFORMATIONAL ACCORD D |

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| Page 3 of 8 | Buyer's Initials | | Seller's Initials | |
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• Seller's agent may contact the loan officer granted for "status" updates - Para 14.

Property: _____ Date: _____

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 Seller's Intent to Exchange (C.A.R. form SXA)
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with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan. Any credits to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no

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| Disclosures | tatement, and any | other documents required by law. Seller shall also disclose all the | on dues, rees, speciarass | assincines, including |
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| Page 2 of 9 | Buyer's Initials | | Seller's Initials | |
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Investigations - Buyer may not "instigate" any local government inspection.

. Buyer shall not instigate any government inspection or review of the Property; this covenant survives termination of this Agreement Prior to removal of this contingency, Buyer may request Seller make repairs or credit Buyer for the estimated costs of identified repair work, but Seller is not obligated to agree to any such request.

| Property: | | | Date: | |
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- ☐ Backup Offer Addendum (SFAR form BOA-B) ☐ Sale of Buyer's property (C.A.R. form COP) ☐ Addendum # (C.A.R. form ADM) 12. INTENT TO EXCHANGE PROPERTY: If checked in paragraph 11, one or both Parties intends to include this Property in an IRC §1031 exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expense or liability. 13. SALE OF BUYER'S PROPERTY: If checked in paragraph 11, this Agreement is contingent upon the sale of a property owned by Buyer.
- 14. FINANCING PROVISIONS: Buyer affirms that only the loan(s) specified in paragraph 4 are needed to complete this purchase and shall act diligently and in good faith to obtain them. Agents urge Buyer to confirm loan(s) will fund before removing the financing contingency. Buyer represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan. Any credits to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the difference. Seller relies on Buyer's stated financing and shall cooperate with it, including providing prompt access for appraisal(s), but nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall not interfere with such efforts. Seller shall not refuse to close escrow if Buyer has obtained alternative financing.
- 15. TITLE REVIEW: Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Escrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not identify every issue affecting title. Buyer shall take title to the Property subject to all encumbrances, easements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance except: (1) monetary liens which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at COE; and (2) any matters which Seller has agreed in writing to remove prior to COE. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown on the Prelim, Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Agreement, However, for an amended Prelim, Buyer's right to terminate this Agreement applies only if it contains material differences from the prior Prelim. At COE Buyer shall receive a grant deed conveying all of Seller's right, title and interest in the Property. Title shall vest as specified by Buyer. The manner of taking title may have significant legal and tax consequences. Buyer should consult with their legal and tax advisors. Buyer should direct all questions regarding title insurance coverage, its cost, and the availability of enhanced coverages, such as those offered by an ALTA policy, to the Escrow Holder or title company.
- 16. BUYER'S INVESTIGATION CONTINGENCY: This Agreement is contingent upon Buyer's approval, in Buyer's sole discretion, of any matter affecting the Property, including without limitation its physical condition, square footage, parking and storage availability, insurablity, neighborhood issues, the intended use, or future development. Buyer shall have the right to conduct inspections of the Property by

boundary lines or interior square footage, nor information contained in inspection reports, advertising, or representations of

| | | | | | | | testing is allowed, if | |
|-----|---------------|-----------------|---------------------|-----------------------|----------------------|--------------------|------------------------|-----------------------|
| | without Sell | ler's advar 'e | written consent | Ruver is respons | ible for damage ca | used by Ruyer | 's inspections, which | obligation survives |
| | termination | of this Agreen | nent. Buyer shal | l provide Seller wit | h copies of all repo | rts. Buyer shall | not instigate any gov | ernment inspection |
| | or review of | the Property; | this covenant su | rvives termination | of this Agreement | Prior to remova | al of this contingency | , Buyer may request |
| | Seller make | repairs or cred | it Buyer for the e | stimated costs of io | dentified repair wor | k, but Seller is n | ot obligated to agree | to any such request. |
| | A. WAIVER: | If Buyer waive | es any and all rigi | hts to perform the | investigations spec | ified above, the | en Buyer is proceedir | g against the advice |
| | of Agents, a | nd Buyer here | by releases Selle | er and Agents from | all claims, demand | s, and liabilities | s which in any way re | late to or arise from |
| | any issue wi | hich would ha | ve been disclose | ed, detected and/ | or evaluated by suc | h investigation | ıs. | |
| | B. INFORMA | ATIONAL ACCE | SS: Buyer shall h | ave reasonable acc | ess to the Property | for information | al purposes only for 2 | 1 or days after |
| | Acceptance | separate from | this Investigation | on contingency, or | □ Buyer waives acc | cess. | | |
| 17. | HOMEOWN | ERS' ASSOCIA | TION ("HOA") D | ISCLOSURES: If the | ne Property is locat | ed in a Commo | on Interest Developm | ent, which includes |
| | condominiu | ms and cooper | rative apartment | s, this Agreement | is contingent upon | Buyer's review | of the documents de: | cribed below. Seller |
| | shall furnish | Buyer with co | pies of the Prope | erty's legal descript | ion (including parki | ng and storage: | spaces, if any), coven | ants, conditions and |
| | restrictions | "CC&Rs"), art | icles of incorpor | ation, bylaws, rule: | s and regulations cu | rrently in force | , the most recent fin | ancial statements of |
| | the HOA, a c | urrent operati | ng budget, the la | st 12 months' HOA | meeting minutes, 1 | the reserve stud | ly. a Condominium/C | ooperative Financial |
| | Disclosure St | atement, and | any other docun | nents required by la | w. Seller shall also | disclose all HOA | dues, fees, special as | sessments, including |
| | Page 3 of 8 | Buyer's Initia | als | | | | Seller's Initials | |
| | rage J UI O | | | | | | | 7. |



Waiver of Investigation Contingency requires CR form - no initials.

A. WAIVER: If Buyer waives any and all rights to perform the investigations specified above, then Buyer is proceeding against the advice of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which would have been disclosed, detected and/or evaluated by such investigations.

Pro 11. C

| r | roperty: Date: |
|-----|---|
| 11. | CONTRACT ADDENDA: The following Addenda are incorporated and shall be signed and returned with this Agreement. |
| | ☐ Buyer's Intent to Exchange (C.A.R. form BXA) ☐ Seller's Intent to Exchange (C.A.R. form SXA) |
| | ☐ Backup Offer Addendum (SFAR form BOA-B) ☐ Sale of Buyer's property (C.A.R. form COP) ☐ Addendum # (C.A.R. form ADM) |
| 12. | INTENT TO EXCHANGE PROPERTY: If checked in paragraph 11, one or both Parties intends to include this Property in an IRC §103: |
| | exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expense or liability |
| 13. | SALE OF BUYER'S PROPERTY: If checked in paragraph 11, this Agreement is contingent upon the sale of a property owned by Buyer. |
| | |

- 14. FINANCING PROVISIONS: Buyer affirms that only the loan(s) specified in paragraph 4 are needed to complete this purchase and shall act diligently and in good faith to obtain them. Agents urge Buyer to confirm loan(s) will fund before removing the financing contingency. Buyer represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance if not provided with the offer, and permit Seller's Agent to contact Buyer's lender(s), solely to determine the status of Buyer's loan, Any credits to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the difference. Seller relies on Buyer's stated financing and shall cooperate with it, including providing prompt access for appraisal(s), but nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall no interfere with such efforts. Seller shall not refuse to close escrow if Buyer has obtained alternative financing.
- 15. TITLE REVIEW: Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Escrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not identify every issue affecting title. Buyer shall take title to the Property subject to all encumbrances, easements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance except: (1) monetary liens which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at COE; and (2) any matters which Seller has agreed in writing to remove prior to COE. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown on the Prelim, Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Agreement, However,

solar system and maintenance agreements, electrical and mechanical systems, appliances, retaining walls, geologic conditions, pool/spa and equipment, environmental hazards (such as asbestos, mold, electromagnetic fields, radon gas, lead paint or lead hazards, fuel or chemical storage tanks, and other materials or products), noise transmission, water/utility use restrictions, and location of property lines. Agents strongly recommend that Buyer retain Buyer's own professionals to investigate the condition of the Property including, but not limited to, its physical condition, matters affecting its use, and its value and desirability for the purposes intended by Buyer, Buyer acknowledges reports received from third parties do not constitute representations or warranties by either Seller or Agents as to the past, present or future condition, use or development potential of the Property. Agents strongly recommend that Buyer obtain written inspection reports and conduct any further inspections recommended in those reports. Agents do not certify or verify lot size, boundary lines or interior square footage, nor information contained in inspection reports, advertising, or representations of others. Seller shall permit inspections with reasonable advance notice from Buyer. No invasive testing is allowed, including 'test holes', without Seller's advance written consent. Buyer is responsible for damage caused by Buyer's inspections, which obligation survives termination of this Agreement. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection or review of the Preperty; this covenant survives termination of this Agreement Prior to removal of this contingency, Buyer may request Seller make repairs or credit Buver for the estimated costs of identified repair work, but Seller is not obligated to agree to any such request. A. WAIVER: If Buyer waives any and all rights to perform the investigations specified above, then Buyer is proceeding against the advice of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which would have been disclosed, detected and/or evaluated by such investigations. R INFORMATIONAL ACCESS: Rever shall have reasonable access to the Property for informational purposes only for 21 or

| 17. | HOMEOWNERS' ASSOCIATION ("HOA") DISCLOSURES: If the Property is located in a Common Interest Development, which includes |
|-----|---|
| | condominiums and cooperative apartments, this Agreement is contingent upon Buyer's review of the documents described below. Seller |
| | shall furnish Buyer with copies of the Property's legal description (including parking and storage spaces, if any), covenants, conditions and |
| | restrictions ("CC&Rs"), articles of incorporation, bylaws, rules and regulations currently in force, the most recent financial statements of |
| | the HOA, a current operating budget, the last 12 months' HOA meeting minutes, the reserve study. a Condominium/Cooperative Financial |
| | Disclosure Statement, and any other documents required by law. Seller shall also disclose all HOA dues, fees, special assessments, including |
| | |

Acceptance separate from this Investigation contingency, or

Buyer waives access.

| Page 3 of 8 | Buyer's Initials | | Seller's Initials | |
|--------------|------------------|---|-------------------|-------------|
| (Rev. 12/22) | / | Copyright © 2022 San Francisco Association of REALTORS* | | (Agreement) |



Informational access granted for 21 or ____
 days.

| | On the Friends of the State of | |
|---|---|------|
| B. INFORMATIONAL ACCESS: Buyer shall have reasonable acce | ss to the Property for informational purposes only for 21 or days af | ftei |
| Acceptance separate from this Investigation contingency, or \Box | Buyer waives access. | |
| | contractors, engineers, architects, and/or other experts, which inspections may include, but are not limited to, a general property inspection, a structural part mortal princerion in spection of the function for mortal purpose in second inspections. | |

solar system and maintenance agreements, electrical and mechanical systems, appliances, retaining walls, geologic conditions, pool/spa and equipment, environmental hazards (such as asbestos, mold, electromagnetic fields, radon gas, lead paint or lead hazards, fuel or chemical storage tanks, and other materials or products), noise transmission, water/utility use restrictions, and location of property lines. Agents strongly recommend that Buyer retain Buyer's own professionals to investigate the condition of the Property including, but not limited to, its physical condition, matters affecting its use, and its value and desirability for the purposes intended by Buyer, Buyer acknowledges reports received from third parties do not constitute representations or warranties by either Seller or Agents as to the past, present or future condition, use or development potential of the Property. Agents strongly recommend that Buyer obtain written inspection reports and conduct any further inspections recommended in those reports. Agents do not certify or verify lot size, boundary lines or interior square footage, nor information contained in inspection reports, advertising, or representations of others. Seller shall permit inspections with reasonable advance notice from Buyer. No invasive testing is allowed, including 'test holes', without Seller's advance written consent. Buyer is responsible for damage caused by Buyer's inspections, which obligation survives termination of this Agreement. Buyer shall provide Seller with copies of all reports. Buyer shall not instigate any government inspection or review of the Property; this covenant survives termination of this Agreement Prior to removal of this contingency, Buyer may request Seller make repairs or credit Puyer for the estimated costs of identified repair work, but Seller is not obligated to agree to any such request. A. WAIVER: If Buyer waives any and all rights to perform the investigations specified above, then Buyer is proceeding against the advice of Agents, and Buyer hereby releases Seller and Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which would have been disclosed, detected and for evaluated by such investigations B. INFORMATIONAL ACCESS: Buyer shall have reasonable access to the Property for informational purposes only for 21 or _____ days after Acceptance separate from this Investigation contingency, or

Buyer waives access. condominiums and cooperative apartments, this Agreement is contingent upon Buyer's review of the documents described below. Seller shall furnish Buyer with copies of the Property's legal description (including parking and storage spaces, if any), covenants, conditions and restrictions ("CC&Rs"), articles of incorporation, bylaws, rules and regulations currently in force, the most recent financial statements of the HOA, a current operating budget, the last 12 months' HOA meeting minutes, the reserve study. a Condominium/Cooperative Financial Disclosure Statement, and any other documents required by law. Seller shall also disclose all HOA dues, fees, special assessments, including

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(Agreement)

11. CONTRACT ADDENDA: The following Addenda are incorporated and shall be signed and returned with this Agreement.

Buver's Intent to Exchange (C.A.R. form BXA)
Seller's Intent to Exchange (C.A.R. form SXA)

interfere with such efforts. Seller shall not refuse to close escrow if Buyer has obtained alternative financing.

□ Backup Offer Addendum (SFAR form BOA-8) □ Sale of Buyer's property (c.A.R. form COP) □ Addendum # [c.A.R. form ADM).

I. NITENT TO EXCHANGE PROPERTY: if checked in paragraph 11, one or both Parties intends to include this Property in an IRC \$1031 exchange, subject to the terms of the attached Addenda. Any exchange is not a contingency of this Agreement unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expecified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expecting or liability.

13. SALE OF BUYER'S PROPERTY: If checked in paragraph 11, this Agreement is contingent upon the sale of a property owned by Buyer.

14. FINANCING PROVISIONS: Buyer affirms that only the loan(s) specified in paragraph 4 are needed to complete this purchase and shall act

diligently and in good failth to obtain them. Agents urge Buyer to confirm loan(s) willfund before removing the financing confirmency. Buyer represents that the funds required for the Deposits, cash Balance and closing Costs are available at Buyer skill sposal, and that or bataning these funds is not a contingency of this Agreement. Buyer shall provide proof of such funds within 3 days of Acceptance, and the continue of the co

from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits such credits shall be reduced with no adjustment in Purchase Price to make up the difference. Seller relies on Buyer's stated financing and shall cooperate with it, including providing prompt access for appraisal(s), but nothing herein prohibits Buyer from pursuing alternative financing, and Seller shall not

15. TITLE REVIEW: Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Excrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not identify every issue affecting title. Buyer shall take title to the Property subject to Acceptance exements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the Day of Acceptance execept: (1) monetary liters which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at OCE, and (2) any matters which Seller has agreed in writing to remove prior to CQE. Seller shall disclose to Buyer all matters known to Seller affecting title which are not shown.



- Rental Property paragraphs consolidated and grouped together - Para 18A-D.
- Closing Cost Allocations have been reorganized for clarity - Para 19A-C.
- Statutory Disclosures are distinguished from the non-statutory Contractual Disclosures - Para 22 and 23.

| Property: | | Date: |
|-----------|--|-------|
| | | |

unpaid assessments and assessments levied but not due until a future date, any anticipated extraordinary maintenance or respire expenses, and any pending or anticipated littgliation affecting the Property. Seller may be responsible to pay any undisclosed fees or assessments, as and any pending or anticipated littgliation affecting the Property. Seller may be responsible to pay any undisclosed fees or assessments, as set forth in paragraph 19. Seller shall promptly notify Buyer of any new or revised HOA documents received by Seller prior to OCE. Marketing the Polar of the

- 18. RENTAL PROPERTY: Buyer purchases the Property subject to existing leases and the rights of any and all persons in possession. If the Property is occupied by tenants and non-owner occupants (e.g. friends or relatives of Seller), this Agreement is contingent upon Buyer's review and anoroval of the followine:
 - A. LEASE AND ESTOPPELS: Prior to COE, Seller agrees that no new (or changes to existing) leases or rental agreements shall be entered into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall believe to all current tenants (and non-owner into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall believe to all current tenants (and non-owner occupants); all Residential Tenancy Estoppel Certificates, requesting from each of them the terms of their occupancy, and b) Protected Ordinance Rules and Regulations §6.14 notices as well as copies of all outstanding notices sent to tenants/occupants. Seller shall Deliver to Buyer capies of all leases, rental agreements, applications and Rent all Properly Statement (SRaf from SRPS) which requests specific information on the rental units, their shall complete shall complete the Residential Tenancy Estoppel Certificates and Protected Tenants status forms a Rental Properly Statement (SRaf from SRPS) which Seller shall Deliver to Escrow Holder prior to COE: (1) all tenant deposite, sleer shall Deliver to Statement (SRaf or any notice) of 10 all tenant deposites given by Seller shall Deliver to Statement (SRaf or any notice) of the transfer of deposites given by Seller shall Deliver to tenants. If it is intended that one or more tenant-occupied units be delivered vacant, the Parties should seek advice from a qualified San Francisco Iandford-tenant attorney before removing contingencies.
 - B. RENTAL PROPERTY ACCOUNTING: Seller shall Deliver to Buyer a true and complete statement of the income and expenses of the Property for the current year and years ... This Agreement is contingent upon Buyer's approval of the statement(s).
- C. RENTAL PERSONAL PROPERTY: All personal property on the Property at Acceptance owned by Seller and used in operation of the Property is included. Seller shall provide, within 7 Days after Acceptance, an inventory of the personal property for Buyer's review and approval and that list shall supersede any items checked in paragraph 108.
- D. RESIDENTIAL RENT AND EVICTION CONTROLS: Local and statewide rent and eviction control laws severely impact the rights of residential property owners, including regulating: 1 the rent which may be charged and subsequent increases; 2) the duration and terms residential property owners, including regulating: 1) the rent which may be charged and subsequent increases; 2) the duration and terms and 6) the ability to subdivide, expand, improve or reconfigure the Property, 3th or more increased and 6) the ability to subdivide, expand, improve or reconfigure the Property and rent in types of eviction in types of eviction in the Property and seek legal advice from a qualified San Francisco landford-tenant attorney before removing contingencies.
- 19. CLOSING COST ALLOCATIONS: Unless otherwise agreed in writing:
- A. Buyer shall pay: escrow fees; title insurance premiums; new and assumed loan fees; supplemental taxes resulting from the Property's reassessment after COE; community enhancement fees; project certification fees, HOA move-in fees; and all special assessments due after COE.
- B. Seller shall pay: City & County transfer tax; costs of loans paid off through escrow; property taxes for periods of time before COE; HOA document preparation, move-out, transfer and demand fees; all HOA special assessments due prior to COE; and any existing HOA fees or special assessments not disclosed by Seller prior to COE.
- C. Buyer and Seller shall prorate, based on a 30-day month, and bring current at COE; property taxes; rents; operating expenses; interest on assumed loans; and HOA regular assessments (dues). Unless otherwise specified in this Agreement, all other expenses shall be paid by Buyer or Seller in accordance with Escrow Holder practice.
- 20. LILEGAL UNITS OR ROOMS: Buyer understands that units, rooms, additions or alterations to the Property may not have been legally permitted. They may violate zoning, have been built without building permits, and a certificate of final completion and occupancy may not have been issued. Buyer may be required to bring them into compliance or to remove kitchens or other facilities at legislary expense. A substantial fine may be imposed and Buyer may be prevented from using or renting any illegal units. Buyer should obtain legal advice from a quilfield San Francisco attorney with respect to all legal issues regarding property rights.
- SELLER'S STATUTORY AND CONTRACTUAL DISCLOSURES: Buyer shall return to Seller Signed copies of the disclosure documents
 provided by Seller at least 5 Days prior to COE.
- 22. SELER'S STATUTORY DISCLOSURES: The following disclosures are required by law (as specified below) and shall be Delivered by Sellier within the time specified in paragraph 8. Buyer's review and approval of these disclosures is a contingency of this Agreement be obligation to provide these disclosures and any statutory residision/termination rights in 22A and 22B below shall not be waived or shortened by the Parties. By law, Buyer shall have no less than 5 days to review and remove the contingency in 22A below.

| Page 4 of 8 (Rev. 12/22) | Buyer's Initials | | Seller's Initials | |
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Rental Property - Para 18A-D.



Property is occupied by tenants and non-owner occupants (e.g. friends or relatives of Seller), this Agreement is contingent upon Buyer's review and approval of the following:

A. LEASES AND ESTOPPELS: Prior to COE, Seller agrees that no new (or changes to existing) leases or rental agreements shall be entered into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall Deliver to all current tenants (and non-owner occupants): a) Residential Tenancy Estoppel Certificates, requesting from each of them the terms of their occupancy; and b) Protected Tenant Status forms to all eligible occupants. Seller shall Deliver to Buyer copies of all leases, rental agreements, applications and Rent Ordinance Rules and Regulations §6.14 notices as well as copies of all outstanding notices sent to tenants/occupants. Seller shall complete a Rental Property Statement (SFAR form SRPS) which requests specific information on the rental units, their tenancies and any issues with tenants/occupants. Seller shall Deliver to Buyer all completed Residential Tenancy Estoppel Certificates and Protected Tenant Status forms returned by tenants to Seller within 2 Days of receipt. Seller shall Deliver to Escrow Holder prior to COE: (1) all tenant deposits, including security deposits, last month's rents, cleaning, key or other deposits, and any required interest accrued thereon through COE, which deposits and interest shall be disbursed to Buyer at COE; and (2) copies of any notice(s) of the transfer of deposits given by Seller to tenants. If it is intended that one or more tenant-occupied units be delivered vacant, the Parties should seek advice from a qualified San Francisco landlord-tenant attorney before removing contingencies.

B. RENTAL PROPERTY ACCOUNTING: Seller shall Deliver to Buyer a true and complete statement of the income and expenses of the Property for the current year and years _______. This Agreement is contingent upon Buyer's approval of the statement(s).

C. RENTAL PERSONAL PROPERTY: All personal property on the Property at Acceptance owned by Seller and used in operation of the Property is included. Seller shall provide, within 7 Days after Acceptance, an inventory of the personal property for Buyer's review and approval and that list shall supersede any items checked in paragraph 10B.

D. RESIDENTIAL RENT AND EVICTION CONTROLS: Local and statewide rent and eviction control laws severely impact the rights of residential property owners, including regulating: 1) the rent which may be charged and subsequent increases; 2) the duration and terms of the tenancy; 3) the number of occupants; 4) the ability to recover possession of the Property; 5) the right to move into the Property; and 6) the ability to subdivide, expand, improve or reconfigure the Property after commencing certain types of evictions. Buyer should research documents filed with the San Francisco Rent Board pertaining to the Property and seek legal advice from a qualified San Francisco landlord-tenant attorney before removing contingencies.

| $unpaid\ assessments\ and\ assessments\ levied\ but\ not\ due\ until\ a\ future\ date,\ any\ anticipated\ extraordinary\ maintenance\ or\ repair\ expenses,$ |
|--|
| and any pending or anticipated litigation affecting the Property. Seller may be responsible to pay any undisclosed fees or assessments, as |
| set forth in paragraph 19. Seller shall promptly notify Buyer of any new or revised HOA documents received by Seller prior to COE. |
| Material changes to CC&Rs, the reserve study or other HOA documents; an increase in HOA dues of 10% or more or 🗆 \$; or any |
| new special assessment shall reinstate this contingency for 5 days. Buyer is hereby advised that any structural pest control or other |
| inspection of common areas may be subject to the approval of, and limited in scope by, the HOA. If the Property is new construction or |

inspection of common areas may be subject to the approval of, and limited in scope by, the HOA. If the Property is new construction or newly converted to condominium, and this is the first sale of this unit, buyer shall pay a por-rate share of any new insurance policy placed on the entire building; otherwise Seller will not receive any credit for insurance, other than through a proration of the established periodic HOA fee for this unit as of COE. If this is a purchase of a cooperative apartment, the attached Cooperative Apartment Purchase Addendum (SFAR form CAPA) includes additional contingencies with timeframes.

18. RENTAL PROPERTY: Buyer purchases the Property subject to existing leases and the rights of any and all persons in possession. If the Property is occupied by tenants and non-owner occupants (e.g. friends or relatives of Seller), this Agreement is contingent upon Buyer's review and approval of the following:

A. LEASES AND ESTOPPELS: Prior to COE, Seller agrees that no new (or changes to existing) leases or rental agreements shall be entered into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall Deliver to all current tenants (and non-owner occupants): a) Residential Tenancy Estoppel Certificates, requesting from each of them the terms of their occupancy; and b) Protected

occupants. Seller shall Deliver to Buyer copies of all leases, rental agreements, applications and Rent 6.1 anotices a well as copies of all outstanding notices sent to tenants/occupants. Seller shall complete (form SPS) which requests specific information on the rental units, their tenancies and any issues with lever to Buyer all completed Residential Tenancy Estoppel Certificates and Protected Tenant Status forms in 2 Days of receipt. Seller shall Deliver to Escrow Holder prior to CDE: (1) all tenant deposits, including ints, cleaning, key or other deposits, and any required interest accrued thereon through CDE, which seed to Buyer at CDE; and (2) poles of any noticely of the transfer of deposits given by Seller totenants, nant-occupied units be delivered vacant, the Parties should seek advice from a qualified San Francisco removing continencies.

Not: Seller shall Deliver to Buyer a true and complete statement of the income and expenses of the ears _____. This Agreement is contingent upon Buyer's approval of the statement(s). : All personal property on the Property at Acceptance owned by Seller and used in operation of the rovide, within 7 Days after Acceptance, an inventory of the personal property for Buyer's review and dea my items checked in paragraph 108.

TION CONTROLS: Local and statewide rent and eviction control laws severely impact the rights of sing regulating: 1) the rent which may be charged and subsequent increases; 2) the duration and terms xccupants; 4) the ability to recover possession of the Property; 5) the right to move into the Property; and, improve or reconfigure the Property after commencing certain types of evictions. Buyer should see San Francisco Rent Board pertaining to the Property and seek legal advice from a qualified San ny before removing contingencies.

tle insurance premiums; new and assumed loan fees; supplemental taxes resulting from the Property's ty enhancement fees; project certification fees, HOA move-in fees; and all special assessments due after

ransfer tax; costs of loans paid off through escrow; property taxes for periods of time **before** COE; HOA transfer and demand fees; all HOA special assessments due prior to COE; and any existing HOA fees or by Seller prior to COE.

based on a 30-day month, and bring current at COE: property taxes; rents; operating expenses; interest ar assessments (dues). Unless otherwise specified in this Agreement, all other expenses shall be paid ith Escrow Holder practice.

ir understands that units, rooms, additions or alterations to the Property may not have been legally _, have been built without building permits, and a certificate of final completion and occupancy may not equired to bring them into compliance or to remove kitchens or other facilities at Buyer's expense. A ind Buyer may be prevented from using or renting any illegal units. Buyer should obtain legal advice ttorney with respect to all legal issues regarding property right.

RACTUAL DISCLOSURES: Buyer shall return to Seller Signed copies of the disclosure documents prior to COE.

Es: The following disclosures are required by law (as specified below) and shall be Delivered by Seller ph. 8. Buyer's review and approval of these disclosures is a contingency of this Agreement. The obligation my stauturer yreastion/retrination rights in 224 and 228 below shall not be waived or shortened by ave no less than 5 days to review and remove the contingency in 22A below.

| | Seller's Initials | | |
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Closing Cost Allocations - Para 19A-C.

| 15. CLOSING COST ALLOCATIONS. Offices office wise agreed in writing | 19. | CLOSING | COST | ALLOCATIONS: | Unless otherwise agreed in writing |
|---|-----|---------|------|---------------------|------------------------------------|
|---|-----|---------|------|---------------------|------------------------------------|

- **A.** Buyer shall pay: escrow fees; title insurance premiums; new and assumed loan fees; supplemental taxes resulting from the Property's reassessment after COE; community enhancement fees; project certification fees, HOA move-in fees; and all special assessments due **after** COE.
- **B. Seller shall pay:** City & County transfer tax; costs of loans paid off through escrow; property taxes for periods of time **before** COE; HOA document preparation, move-out, transfer and demand fees; all HOA special assessments due prior to COE; and any existing HOA fees or special assessments **not disclosed** by Seller prior to COE.
- **C.** Buyer and Seller shall prorate, based on a 30-day month, and bring current at COE: property taxes; rents; operating expenses; interest on assumed loans; and HOA regular assessments (dues). Unless otherwise specified in this Agreement, all other expenses shall be paid by Buyer or Seller in accordance with Escrow Holder practice.

| unpaid assessments and assessments levied but not due until a future date, any anticipated extraordinary maintenance or repair expenses |
|---|
| and any pending or anticipated litigation affecting the Property. Seller may be responsible to pay any undisclosed fees or assessments, a |
| set forth in paragraph 19. Seller shall promptly notify Buyer of any new or revised HOA documents received by Seller prior to COE |
| Material changes to CC&Rs, the reserve study or other HOA documents; an increase in HOA dues of 10% or more or 🗆 \$; or an |
| new special assessment shall reinstate this contingency for 5 days. Buyer is hereby advised that any structural pest control or other |
| inspection of common areas may be subject to the approval of, and limited in scope by, the HOA. If the Property is new construction of |
| newly converted to condominiums, and this is the first sale of this unit, Buyer shall pay a pro-rata share of any new insurance policy place. |
| on the entire building; otherwise Seller will not receive any credit for insurance, other than through a proration of the established periodi |

HOA fee for this unit as of CCE. If this is a purchase of a cooperative apartment, the attached Cooperative Apartment Purchase Addendum (SFAR form CAPA) includes additional contingencies with timeframes.

18. RENTAL PROPERTY: Buyer purchases the Property subject to existing leases and the rights of any and all persons in possession. If the Property is occupied by tenants and non-owner occupants (e.g. friends or relatives of Seller), this Agreement is contingent upon Buyer's review and anoroval of the followine:

A. LEASES AND ESTOPPELS: Prior to COE, Seller agrees that no new (or changes to existing) leases or rental agreements shall be entered into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall believe to all current tenants (and non-owner content of the conten

| on assumed round, and morriegald assessments (daes). | emess earer mos speemes in any | · · · · · · · · · · · · · · · · · · · | expenses snan se para |
|--|--------------------------------|---------------------------------------|-----------------------|
| by Buyer or Seller in accordance with Escrow Holder prac | tice. | | |

- 20. ILEGAL UNITS OR ROOMS: Buyer understands that units, rooms, additions or alterations to the Property may not have been legally permitted. They may violate zoning, have been built without building permits, and a certificate of final completion and occupancy may not have been issued. Buyer may be required to bring them into compliance or to remove kitchens or other facilities at Buyer's expense. A substantial fine may be imposed and Buyer may be prevented from grain gor renting any illegal units. Buyer should obtain legal advice from a qualified San Francisco attorney with respect to all legal issues regarding property rights.
- 21. SELLER'S STATUTORY AND CONTRACTUAL DISCLOSURES: Buyer shall return to Seller Signed copies of the disclosure documents provided by Seller at least 5 Days prior to COF.
- 22. SELLER'S STATUTORY DISCLOSURES: The following disclosures are required by law (as specified below) and shall be Delivered by Seller within the time specified in paragraph 8. Buyer's review and approval of these disclosures is a contingency of this Agreement. The obligation to provide these disclosures and any statutory resission/termination rights in 224 and 228 below. Aball not be waived or shortened by the Parties. By law, Buyer shall have no less than 5 days to review and remove the contingency in 22A below.

| Page 4 of 8 | Buyer's Initials | | Seller's Initials | |
|--------------|-------------------------|---|-------------------|-------------|
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- Statutory Disclosures Para 22
- 21. **SELLER'S STATUTORY AND CONTRACTUAL DISCLOSURES:** Buyer shall return to Seller Signed copies of the disclosure documents provided by Seller at least **5 Days** prior to COE.
- 22. **SELLER'S STATUTORY DISCLOSURES:** The following disclosures are required by law (as specified below) and shall be Delivered by Seller within the time specified in paragraph 8. Buyer's review and approval of these disclosures is a contingency of this Agreement. **The obligation** to provide these disclosures and any statutory rescission/termination rights in 22A and 22B below shall not be waived or shortened by the Parties. By law, Buyer shall have no less than 5 days to review and remove the contingency in 22A below.

| he contingency in 22A below. |
|--|
| Francisco landord-teanant attorney before removing contingencies. CLOSING COST ALLOCATIONS: Unless otherwise agreed in writing: A. Buyer shall pay: escrow fees; title insurance premiums, new and assumed loan fees; supplemental taxes resulting from the Property's reassessment after COE; community enhancement fees; project certification fees, HOA move-in fees; and all special assessments due after reassessment after COE; community enhancement fees; project certification fees, HOA move-in fees; and all special assessments due after reassessment after COE; to COE. B. seller shall pay: City & County transfer tax; costs of loans paid off through escrow; property taxes for periods of time before COE; HOA document preparation, move-out, transfer and demand fees; all HOA special assessments due prior to COE; and any existing HOA fees special assessments and several property taxes; rents; operating expenses; interests on assumed loans; and HOA regular assessments (dues). Unless otherwise specified in this Agreement, all other expenses shall be paid by Buyer or Seller in accordance with Escrow Holder practice. ILLEGAL UNITS OR ROOMS: Buyer understands that units, rooms, additions or alterations to the Property may not have been legally permitted. They may violate zoning, have been built without building permits, and a certificate of final competition and occupacition of the property and the paid and other and the property and the paid and of the property and the prope |
| from a qualified San Francisco attorney with respect to all legal issues regarding property rights. SELIER'S STAUTORY AND CONTRACTUAL DISCOURSE: Buyer shall return to Seller Signed copies of the disclosure documents provided by Seller at least 5 Days prior to COE. SELIER'S STAUTORY DISCOLOSURES: The following disclosures are required by law (as specified below) and shall be Delivered by Sellew within the time specified in paragraph 8. Buyer's review and approval of these disclosures is a contingency of this Agreement. The obligation to provide these disclosures had not be waived or shortened by the Parties. By law, Buyer shall have no less than 5 days to review and remove the contingency in 22A below. |
| Page 4 of 8 Buyer's Initials Seller's Initials (Rev. 12/22) / Copyright © 2022 San Francisco Association of REALTORS / (Agreement) |

unpaid assessments and assessments levied but not due until a future date, any anticipated extraordinary maintenance or respire expenses, and any pending or anticipated flugition infecting the Property. Seller by pary nu unfolice to pay any unfolice of expensessments, as and any pending or anticipated flugition infecting the Property. Seller while property soller by pary nu unfoliced selector or sessments, as set forth in paragraph 19. Seller shall promptly notify Buyer of any new or revised HOA documents received by Seller prior to OCE. Market in Canage to CCRRs, the reserve study or or the HOA documents, an increase in HOA dous of 10% by Seller prior to COE. The paragraph 19. Seller shall reinstate this contingency for 5 days. Buyer is hereby advised that any structural pest control or other many control or other many control or other property is not property in the control or other property is not property in the control or other property is not property in the control or other or newly converted to condominiums, and this is the first sale of this unit, Buyer shall pay a pro-rata share of any new insurance, other than through a proration of the estable pelor delice will not received periodic.

HOA fee for this unit as of COE. If this is a purchase of a cooperative apartment, the attached Cooperative Apartment Purchase Addendum

A. LEASES AND ESTOPPELS: Prior to COE, Seller agrees that no new (or changes to existing) leases or rental agreements shall be entered into without Buyer's prior written consent. Within 3 Days after Acceptance, Seller shall Deliver to all current tenants (and non-owner occupants); a) Residential Tenancy Estoppel Certificates, requesting from each of them the terms of their occupancy, and b) Protected Tenant Status forms to all eligible cocupants. Seller shall Deliver to Buyer copies of all leases, rental agreements, applications and Rent the company of the protection of the protect

18. RENTAL PROPERTY: Buyer purchases the Property subject to existing leases and the rights of any and all persons in possession. If the Property is occupied by tenants and non-owner occupants (e.g. friends or relatives of Seller), this Agreement is contingent upon Buyer's

(SFAR form CAPA) includes additional contingencies with timeframes.

review and approval of the following:



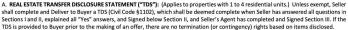
- Statutory Disclosures Para 22A-E.
- Contractual Disclosures Para 23A-B
 - *Seller required to disclose all material defects
 and all present or past documents Para 23B

New Material Facts and cancellation rights - Para 25.

- A. REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS"): (Applies to properties with 1 to 4 residential units.) Unless exempt, Seller shall complete and Deliver to Buyer a TDS (Civil Code §1100), which shall be deemed complete when Seller has answered all questions in Sections I and II, explained all "Yes" answers, and Signed below Section II, and Seller's Agent has completed and Signed Section III. If the TDS is provided to Buyer prior to the making of an offer, there are no termination (or contingency) rights based on items disclosed.
- B. NATURAL HAZARDS DISCLOSURE ("WHD"): (Applies to all properties.) Seller shall provide an NHD report disclosing if the Property is located in a flood, fire, seismic hazard or other zone for which disclosure is required by law. If a TDS is required, the NHD report shall also disclose if the Property is in a special tax district or area.
- C. EARTHQUAKE RISK DISCLOSURE: (Applies only to 1 to 4 residential unit properties built prior to 1960.) Seller shall Deliver to Buyer the "Homeowner's Guide to Earthquake Safety" and complete a disclosure in compliance with California Government Code §8897.
- D. LEAD-BASED PAINT HAZARDS DISCLOSURE: (Applies to all properties with residential units built prior to 1978.) Seller shall complete and Deliver to Buyer a Lead-Based Paint Hazards Disclosure and Addendum in compilationae with 42 U.S.C. 4852d. Buyer shall have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- E. BUILDING PERMIT HISTORY: (Applies to all San Francisco properties with residential units, except new construction, per Housing code 351A.) Seller shall provide to Buyer a current Report of Residential Building Record ("3R"). Agents do not investigate or verify the accuracy of the information contained in a 3R. Buyer is advised to investigate to Buyer's own satisfaction the status of zoning, permits or contained.
- SELLER'S CONTRACTUAL DISCLOSURES: The following disclosures shall be Delivered by Seller within the time specified in paragraph 8.
 Buyer's review and approval of them is a contingency of this Agreement.
 - A. SAN FRANCISCO SELLER DISCLOSURE ("SFSD"): (Applies to all San Francisco properties.) Even if exempt from Delivery of a TDS, Seller shall complete and Deliver to Buyer the SFAR form SFSD, which shall be deemed complete when Seller has answered all applicable questions, explained all "Yes" answers, and initialed/Signed each applicable page. Seller's statutory disclosures contained in Section A of the SFSD are not waiwable
 - B. OTHER SELLER DOCUMENTS AND MATERIAL DEFECTS: Seller shall Deliver to Buyer all documents in Seller's possession, including without limitation, reports, investigations, disclosures, appraisals, surveys, easements, encroachments, boundary disputes, repair estimates, maintenance recommendations, warranties, and other documents whether prepared in the past or present, incling any previous transaction, pertaining to the Property; and disclose all known material facts, defects and conditions affecting the Property.
 - determine the extent to which other local, State and federal laws may affect the ownership and use of the Property.
- A. SMOKE AND CARBON MONOXIDE DETECTORS: Unless an exemption applies, State and local law requires that every residential property be properly equipped with approved and functioning smoke (or heat) and carbon monoxide detectors. If such detectors are not installed on the Property in accordance with applicable law, Seller shall install and pay for the detectors prior to COE.
- B. WATER HEATERS: California law requires water heaters to be strapped, braced or anchored to resist falling or displacement. The State Uniform Plumbing Code also requires that new or replacement water heaters located in a garage area be installed such that their ignition point is at least 18 inches above the floor. Seller shall bring water heaters into compliance prior to COE.
- C. UNDERGROUND STORAGETANKS ("USTs"): The Parties acknowledge that Article 21 of the San Francisco Health Code requires owners of real property in San Francisco with USTs located on or immediately adjacent to the Property to file a plan for their closure within 30 pays of discovery. If Seller has not provided Buyer with a written report by a licensed contractor specializing in USTs stating that no such tanks can be located, then Buyer is advised to conduct Buyer's own professional inspection, which Seller shall permit even if Buyer has waived or removed Buyer's investigation contingency. If the inspection reveals the existence of USTs, then Seller shall, at Seller's sepense, remove them and complete any necessary remedial work to the Property prior to COE. Buyer may be responsible for USTs found after COE.
- D. ENERGY AND WATER CONSERVATION: Unless exempt, Seller shall order an energy and/or water conservation inspection. Seller shall pay for all requisite energy/water remediation work, not to exceed the maximum amount set by local law. Seller shall complete the work but CCB and completely that life life, recordation and other requirements.
- 25. NEW MATERIAL FACTS: If prior to COE, Seller or Seller's Agent becomes aware of any inaccurate or undisclosed material facts, Seller shall amend the TDS (if applicable) and the SFSD accordingly. Buyer shall then have 5 days from Delivery of the amendment to review and terminate this Agreement. Seller is not required to amend any disclosures for conditions already known to or discovered by Buyer, or contained in documents previously received by Buyer. Agents cannot determine whether a disclosure is inaccurate, new, or material.
- 26. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (IPIMS) Internet website maintained by the U.S. Department of Transportation at www.SFARforms.com/PipelineMap. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the MySI Internet website.
- 27. PROPERTY CONDITION AND KEYS: Seller shall maintain this Property in the same general condition as when this Agreement was Accepted until possession is delivered to Buyer. Seller is not required to repair holes remaining after the removal of hanging items. Seller shall deliver the Property free of debris and in broom-clean condition. Seller shall provide Buyer, at possession, with keys and/or remote controls, codes or passwords, if any, to locks, mailboxes, alarms and garage doors. Buyer and Seller agree that Agents are not responsible for Seller's performance under this paragraph.



Contractual Disclosures - Para 23.



- B. NATURAL HAZARDS DISCLOSURE ("NHD"): (Applies to all properties.) Seller shall provide an NHD report disclosing if the Property is located in a flood, fire, seismic hazard or other zone for which disclosure is required by law. If a TDS is required, the NHD report shall also disclose if the Property is in a special tax district or area.
- C. EARTHQUAKE RISK DISCLOSURE: (Applies only to 1 to 4 residential unit properties built prior to 1960.) Seller shall Deliver to Buyer the "Homeowner's Guide to Earthquake Safety" and complete a disclosure in compliance with California Government Code §8897.
- D. LEAD-BASED PAINT HAZARDS DISCLOSURE: (Applies to all properties with residential units built prior to 1978.) Seller shall complete and Deliver to Buyer a Lead-Based Paint Hazards Disclosure and Addendum in compliance with 42 U.S.C. 4852d. Buyer shall have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- E. BULIDING PERMIT HISTORY: (Applies to all San Francisco properties with residential units, except new construction, per Housing code 351A.) Seller shall provide to Buyer a current Report of Residential Building Record ("3R"). Agents do not investigate or verify the accuracy of the information contained in a 3R. Buyer is advised to investigate to Buyer's own satisfaction the status of zoning, permits or code
- SELLER'S CONTRACTUAL DISCLOSURES: The following disclosures shall be Delivered by Seller within the time specified in paragraph 8
 Buyer's review and approval of them is a contingency of this Agreement.
 - A. SAN FRANCISCO SELLER DISCLOSURE ("SFSD"): (Applies to all San Francisco properties.) Even if exempt from Delivery of a TDS, Seller shall complete and Deliver to Buyer the SFAR form SFSD, which shall be deemed complete when Seller has answered all applicable questions, explained all "Yes" answers, and initialed/Signed each applicable page. Seller's statutory disclosures contained in Section A of the SFSD are not waivable.
- B. OTHER SELLER DOCUMENTS AND MATERIAL DEFECTS: Seller shall Deliver to Buyer all documents in Seller's possession, including without limitation, reports, investigations, disclosures, appraisals, surveys, easements, encroachments, boundary disputes, repair estimates, maintenance recommendations, warranties, and other documents whether prepared in the past or present, including any previous transaction, pertaining to the Property; and disclose all known material facts, defects and conditions affecting the Property.
- 24. COMPLIANCE WITH OTHER LOCAL, STATE AND FEDERAL LAWS: Buver is advised to consult with the appropriate authorities to
- 23. **SELLER'S CONTRACTUAL DISCLOSURES:** The following disclosures shall be Delivered by Seller within the time specified in paragraph 8. Buyer's review and approval of them is a contingency of this Agreement.
 - A. SAN FRANCISCO SELLER DISCLOSURE ("SFSD"): (Applies to all San Francisco properties.) Even if exempt from Delivery of a TDS, Seller shall complete and Deliver to Buyer the SFAR form SFSD, which shall be deemed complete when Seller has answered all applicable questions, explained all "Yes" answers, and initialed/Signed each applicable page. Seller's statutory disclosures contained in Section A of the SFSD are not waivable.
 - **B. OTHER SELLER DOCUMENTS AND MATERIAL DEFECTS:** Seller shall Deliver to Buyer all documents in Seller's possession, including without limitation, reports, investigations, disclosures, appraisals, surveys, easements, encroachments, boundary disputes, repair estimates, maintenance recommendations, warranties, and other documents whether prepared in the past or present, including any previous transaction, pertaining to the Property; and disclose all known material facts, defects and conditions affecting the Property.



New Material Facts - Para 25.

25. **NEW MATERIAL FACTS:** If prior to COE, Seller or Seller's Agent becomes aware of any inaccurate or undisclosed material facts, Seller shall amend the TDS (if applicable) and the SFSD accordingly. Buyer shall then have 5 days from Delivery of the amendment to review and terminate this Agreement. Seller is not required to amend any disclosures for conditions already known to or discovered by Buyer, or contained in documents previously received by Buyer. Agents cannot determine whether a disclosure is inaccurate, new, or material.

- A. REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS"): (Applies to properties with 1 to 4 residential units.) Unless exempt, Seller shall complete and Deliver to Buyer a TDS (Civil Code §1102), which shall be deemed complete when Seller has answered all questions in Sections I and II, explained all "Yes" answers, and Signed below Section II, and Seller's Agent has completed and Signed Section III. If the TDS is provided to Buyer prior to the making of an offer, there are no termination (or contingency) rights based on items disclosed.
- B. NATURAL HAZARDS DISCLOSURE ("NHD"): (Applies to all properties.) Seller shall provide an NHD report disclosing if the Property is located in a flood, five, seismic hazard or other zone for which disclosure is required by law. If a TDS is required, the NHD report shall also disclose if the Property is in a special tax district or area.
- C. EARTHQUAKE RISK DISCLOSURE: (Applies only to 1 to 4 residential unit properties built prior to 1960.) Seller shall Deliver to Buyer the "Homeowner's Guide to Earthquake Safety" and complete a disclosure in compliance with California Government Code \$8897.
- D. LEAD-BASED PAINT HAZARDS DISCLOSURE: (Applies to all properties with residential units built prior to 1978.) Seller shall complete and Deliver to Buyer a Lead-Based Paint Hazards Disclosure and Addendum in compliance with 42 U.S.C. 4852d. Buyer shall have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- E. BUILDING PERMIT HISTORY: (Applies to all San Francisco properties with residential units, except new construction, per Housing code 351A.) Seller shall provide to Buyer a current Report of Residential Building Record ("3R"). Agents do not investigate or verify the accuracy of the information contained in a 3R. Buyer is advised to investigate to Buyer's own satisfaction the status of zoning, permits or code compliance with the local planning department and not rely on the 3R to determine if the Property meets Buyer's intended uses.
- 23. SELLER'S CONTRACTUAL DISCLOSURES: The following disclosures shall be Delivered by Seller within the time specified in paragraph 8
 Buyer's review and approval of them is a contingency of this Agreement.
 - A. SAN FRANCISCO SELLER DISCLOSURE ("FSFD"): (Applies to all San Francisco properties.) Even if exempt from Delivery of a TDS, Seller shall complete and Deliver to Buyer the SFAR form SFSD, which shall be deemed complete when Seller has sanswered all applicable questions, explained all "Yes" answers, and initiated/Siened each applicable and seller's statutory disclosures contained in Section A of

- B. WATER HEATERS: California law requires water neaters to be strapped, braced or anchored to resist failing or displacement. The state Uniform Plumbing Code also requires that new or replacement water heaters located in a garage area be installed such that their ignition point is at least 18 inches above the floor. Seller shall bring water heaters into compliance prior to COE.
- C. UNDERGROUND STORAGE TANKS ("USTS"): The Parities acknowledge that Article 21 of the San Francisco Health Code requires owners of real property in San Francisco with USTs located on or immediately adjacent to the Property to file a plan for their closure within 30 pays of discovery. If Seller has not provided Buyer with a written report by a licensed contractor specializing in USTs stating that no such a back can be located, then Buyer is advised to conduct Buyer's own professional inspection, which Seller shall permit even if Buyer has waived or removed Buyer's Investigation contingency. If the inspection reveals the existence of USTs, then Seller shall, at Seller's sepense, remove them and complete any necessary remedial work to the Property noir to CoC. Buyer may be responsible for USTs found after COE.
- D. ENERGY AND WATER CONSERVATION: Unless exempt, Seller shall order an energy and/or water conservation inspection. Seller shall pay for all requisite energy/water remediation work, not to exceed the maximum amount set by local law. Seller shall complete the work
- No your and comply with air illing, recordation and other requirements.
 5. NEW MATERIAL FACTS: I flyrior to CDE, Selfor or Selfer's Agent becomes aware of any inaccurate or undisclosed material facts, Selfer shall amend the TDS (if applicable) and the SFSD accordingly. Buyer shall then have 5 days from Delivery of the amendment to review and terminate this Agreement. Selfer is not required to amend any disclosures for conditions already known too or discovered by Buyer, or contained in documents previously received by Buyer. Agents cannot determine whether a disclosure is inaccine, new, or material.
- 26. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (IPMS) Internet website maintained by the U.S. Department of Transportation at www.SFARforms.com/PipelineMap. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or orther pipeline operators in the area. Contact information for pipeline overators is searchable by ZIP Code and county on the MySI Internet website.
- 27. PROPERTY CONDITION AND KEYS: Seller shall maintain this Property in the same general condition as when this Agreement was Accepted until possession is delivered to Buyer. Seller is not required to repair holes remaining after the removal of hanging items. Seller shall deliver the Property free of debris and in broom-clean condition. Seller shall provide Buyer, at possession, with keys and/or remote controls, codes or passwords, if any, to locks, mailboxes, alarms and garage doors. Buyer and Seller agree that Agents are not responsible for Seller's performance under this paragraph.



- CA Fair Appraisal Act statutory language Para 31.
 - Eliminates separate addendum.
- Assignment of Contract rights clarified Para 32.
- Definitions paragraph added Para 36.

| Property: | Date: |
|-----------|-------|
| | |

- 28. WALK-THROUGH: Buyer shall have the right to make a final inspection of the Property within 5 or __Days prior to COE, not as a condition of the sale but solely to confirm that: (a) the Property is in substantially the same condition as on the Date of Acceptance, unless otherwise agreed to in writing, and (b) Seller has compiled with all additional written obligations regarding the condition of the Property.
- 29. HOME WARRANTY PLANS: Buyer acknowledges the availability of home warranty plans which provide limited coverage against system and appliance failures, but has not relied upon any representation by Agents regarding the extent of coverage of such plan.
 □ (If checked) A 1-year home warranty plan selected by Buyer shall be purchased at a cost not to exceed 5 _____ to be paid by ______ with any excess cost to be borne by Buyer, or □ A home warranty plan is declined by Buyer.
- 30. MEGAN'S LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.SFAfforms.com/Meganasa.W. 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 ZPC Oode in which he or she resides.
- 31. FAIR APPRAISALS: Any appraisal of the Property is required to be unbiased, objective, and not influence by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, martial status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HII/AIDS status, cancer diagnosis, and genetic characteristics, genetic information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, and the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at www. SFARforms.com/BureauAppraisers or call 19(15) 552-000 for further information on how to file a complaint.
- 32. ASSIGNMENT: The Parties agree Buyer may assign this Agreement to Buyer's trust or an entity wholly owned by Buyer, which trust or entity must be in existence at the time of the assignment. Such an assignee need not Sign documents previously Signed by Buyer. Buyer shall not assign all or part of Buyer's interest in this Agreement to a third-party assignee without first obtaining Seller's written consent to the assignment; which consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of obligations pursuant to this Agreement or delay COE. Third-party assignees shall acknowledge this Agreement and all disclosures provided by Seller. Buyer shall notify Seller (C.A. Form AOAA) of any total or partial assignment to later than 10 days prior to COE.
- 33. TAX WITHHOLDING: The California Revenue and Taxation Code \$18662 requires Buyer to withhold from Seller's proceeds 3 1/3% of the gross sale price, unless Seller signs an affidavit stating that the Property has been Seller's principal residence as defined in IRC \$121, or another exemption applies. Further, if Seller is a foreign person or corporation, as defined in the Foreign Investment in Real Property RA Act (FIRPTA), Buyer must, unless an exemption applies, withhold from Seller's proceeds up to 15% of the gross sale price of the Property. At least 70 Davys prior to COE, the Parties shall Deliver to Escrow Holder, acting as a Qualified Substitute under IRC \$14145 and State REEP, all documentation necessary to carry out the provisions of these laws. The Parties instruct Escrow Holder to deduct from Seller's proceeds any amounts required. If Escrow Holder receives a Non-Foreign affidavit from Seller, they shall give Buyer a Qualified Substitute Statement attesting to that under penalty of periury, prior to COE.
- 34. NON-CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Seller's representatives may not treat the existence, terms or conditions of offers as confidential unless such is required by law, regulation or a pre-existing confidentiality agreement Signed by the Parties.
- 35. MULTIPLE LISTING SERVICE: The Parties consent to the publication of images, floor plans, descriptions, and transaction terms in the MLS and other internet websites. The Parties acknowledge information and images live in perpetuity on the internet. Agents cannot and will not attempt to remove information or images from internet websites, including the MLS and Agent's own website. Civil Code §1088(c) requires the MLS to maintain Property information and images for a minimum of 3 years.
- 36. DEFINITIONS: The following words are defined terms in this Agreement and have the following meaning whenever used:
 - A. ACCEPTANCE: Acceptance occurs when Seller Signs Buyer's original offer and any attached Addenda without any changes and a Signed copy is Delivered to Buyer or Buyer's Agent, or when the last of any counter offers has been Signed by the receiving Party without any commons and a Signed copy of that counter offer is Delivered to the issuing Party. For Arbitration and Liquidated Damages both Parties must have initialed those paragraphs (or both not) for Acceptance.
 - B. AGENT(S): As used in this Agreement shall mean the licensed real estate agent and broker who represent the Buyer or the Seller in this transaction, including the preparation, negotiation and review of this Agreement.
 - C. CLOSE OF ESCROW: Means the date the grant deed or other evidence of the transfer of title to the Property is recorded.
- D. DAYS: Days means calendar days, except where designated as business days. Day 1 is the first day after an event. If the performance date falls on a weekend or legal holiday, the date is extended to the next business day. Days end at 11:59pm. Time is of the essence.
- E. DEUVER/DELIVERY/DELIVERD: All documents to be Delivered by a Party under this Agreement, including but not limited to the Acceptance, contingency removals, and/or any termination notice issued by Buyer or Seller, shall be in writing and effective only upon receipt by the other Party or that Party's Agent. Receipt means either (1) a copy of the document is in the possession of the Party or authorized Agent regardless of the Delivery method used (i.e. email, text, other), or (2) an electronic copy has been sent to the designated electronic delivery address specified in this Agreement.
- F. SIGN/SIGNED: Signed means the application of a written signature or an electronic signature on an original document, counterpart, or copy. The Parties agree that electronic means will not be used by either of them to alter the content or integrity of the Agreement.



Fair Appraisals - Para 31.

Parliam to this Agreement or delay OCI. Third party assigness shall acknowledge this Agreement and all disclosures provided by Seller.

By a parliam to this Agreement or delay OCI. Third party assigness shall acknowledge this Agreement and all disclosures provided by Seller.

By a parliam to the Agreement or delay OCI. Third party assigness shall acknowledge this Agreement and all disclosures provided by Seller.

By a parliam to the Agreement or delay OCI. Third party assigness shall acknowled from Seller's proceeds 3 1/3% of the seller on Seller's proceeds 3 1/3% of the seller shall delay prior to CEI.

33. TAX WITHHOLDING: The California Revenue and Taxation Code \$18062 requires Buyer to withhold from Seller's proceeds 3 1/3% of the seller shall delay prior to CEI.

34. TAX WITHHOLDING: The California Revenue and Taxation Code \$18062 requires Buyer to withhold from Seller's proceeds 3 1/3% of the considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at www SFARforms.com/BureauAppraisers or call (916) 552-9000 for further information on how to file a complai

28. WAIX-THROUGH: Buyer shall have the right to make a final inspection of the Property within 5 or __Day prior to COE, not as a condition of the sale but solely to confirm that: (a) the Property is in substantially the same condition as on the Date of Acceptance, unless otherwise agreed to in writing; and (b) Seller has compiled with all additional written obligations regarding the condition of the Property.
9. HOME WARRANTY PLANS: Super acknowledges the availability of home warranty plans which provide limited copage against system and appliance failures, but has not relied upon any representation by Agents regarding the extent of coverage of any such plan.
[] If thecked) A 1-year home warranty loan selected by Buyer shall be punchased at a cost not to exceed 5, to be paid by

30. MEGAN'S LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.SFARforms.com/MegansLaw. Depending

on an offender's criminal history, this information will include either the address at which the offender resides or the community of

31. FAIR APPRAISALS: Any appraisal of the Property is required to be unbiased, objective, and not influenced by improper or illegal
considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both)
gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression),
sexual orientation, mantal status, medical condition, military or veteran status, national origin (including language use and possession of a
drinker. Illians Isrand to necession status, and the property of the status, and the status, and genetic characteristics, genetic
information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can
report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real
Estate Appraisers at www SFARforms.com/BureauAppraisers or call (916) 552-900 for further information on how the complaint
32. ASSIGNMENT: The Parties agree Buyer may assign this Agreement to Buyer's strust or an entity wholly owned by Buyer, which trust or entity
must be in esistence at the time of the assignment. Such an assigne need not Sign documents previously Signed by Ever. Buyer shall not
assign all or part of Buyer's interest in this Agreement to a third-party assignee without first obtaining Seller's written consent to the
assignment which consents hall not be unreasonably withheld. Any total or part of Buyer's interest in this Agreement to a third-party assignee without first obtaining Seller's written consent to the
assignment shall not be unreasonably withheld. Any total or part of Buyer's interest in the Agreement to a third-party assignee without first obtaining Seller's written consent to

authorized Agent regardless of the Delivery method used (i.e. email, text, other), or (2) an electronic copy has been sent to the

F. SIGN/SIGNED: Signed means the application of a written signature or an electronic signature on an original document, counterpart, or copy. The Parties agree that electronic means will not be used by either of them to alter the content or integrity of the Agreement.

designated electronic delivery address specified in this Agreement.

, with any excess cost to be borne by Buyer, or

A home warranty plan is declined by Buyer.



Assignment of Contract - Para 32.

ASSIGNMENT: The Parties agree Buyer may assign this Agreement to Buyer's trust or an entity wholly owned by Buyer, which trust or entity must be in existence at the time of the assignment. Such an assignee need not Sign documents previously Signed by Buyer. Buyer shall not assign all or part of Buyer's interest in this Agreement to a third-party assignee without first obtaining Seller's written consent to the assignment; which consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of obligations pursuant to this Agreement or delay COE. Third-party assignees shall acknowledge this Agreement and all disclosures provided by Seller. Buyer shall notify Seller (C.A.R. form AOAA) of any total or partial assignment no later than 10 days prior to COE.

Property: ______ Date: _____

- 28. WAIX-THROUGH: Buyer shall have the right to make a final inspection of the Property within 5 or __Days prior to COE, not as a condition of the sale but solely to confirm that: (a) the Property is in substantially the same condition as on the Date of Acceptance, unless otherwise agreed to in writing, and (b) Seller has compiled with all additional written obligations regarding the condition of the Property.
- 29. HOME WARRANTY PLANS: Buyer acknowledges the availability of home warranty plans which provide limited coverage against system and appliance failures, but has not relied upon any representation by Agents regarding the extent of coverage of such plan.

 [If checked] A 1-year home warranty plan selected by Buyer shall be purchased at a cost not to exceed 5... to be paid by ... with any excess cost to be borne by Buyer, or \square A home warranty plan is declined by Buyer.
- 30. MEGAN'S LAW: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.FARforms.com/baralaw. 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.
- 31. FAIR APPRAISALS: Any appraisal of the Property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, martial status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law, source of income, ancestry, disability (mental and physical, including, but not limited to, HII/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, beliefer or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real
- 32. ASSIGNMENT: The Parties agree Buyer may assign this Agreement to Buyer's trust or an entity wholly owned by Buyer, which trust or entity must be in existence at the time of the assignment. Such an assignee need not Sign documents previously Signed by Buyer. Buyer shall not assign all or part of Buyer's interest in this Agreement to a thirli party assignee without first obtaining Seller's written consent to the assignment; which consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of obligations pursuant to this Agreement or delay COE. Third-party assignees shall acknowledge this Agreement and all disclosures provided by Seller. Buyer shall notify Seller (CAR. Form AOAA) of any total or partial assignment no later than 10 days prior to COE.
- 33. IAX WITHOULDING: The Cantonin revenue and Taxation Code 9,0000 requires object to Without Order Select Spring and Select Spring another exemption applies. Further, if Seller is a foreign person or corporation, as defined in the Foreign investment in Real Property Tax Select Spring and Select

- C. CLOSE OF ESCROW: Means the date the grant deed or other evidence of the transfer of title to the Property is recorded.
- D. DAYS: Days means calendar days, except where designated as business days. Day 1 is the first day after an event. If the performance date falls on a weekend or legal holiday, the date is extended to the next business day. Days end at 11:59pm. Time is of the essence.
- E. DELIVER/DELIVERY/DELIVERED: All documents to be Delivered by a Party under this Agreement, including but not limited to the Acceptance, contingency removals, and/or any termination notice issued by Buyer or Seller, shall be in writing and effective only upon receipt by the other Party or that Party's Agent. Receipt means either (1) a copy of the document is in the possession of the Party or authorized Agent regardless of the Delivery method used (i.e. email, text, other), or (2) an electronic copy has been sent to the designated electronic delivery address psecified in this Agreement.
- F. SIGN/SIGNED: Signed means the application of a written signature or an electronic signature on an original document, counterpart, or copy. The Parties agree that electronic means will not be used by either of them to alter the content or integrity of the Agreement.



Definitions - Para 36.

| Property: | | Date: |
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| 45) is 45 | | |

- 28. WAIX-THROUGH: Buyer shall have the right to make a final inspection of the Property within 5 or __Days prior to COE, not as a condition of the sale but solely to confirm that: (a) the Property is in substantially the same condition as on the Date of Acceptance, unless otherwise agreed to in writing, and (b) Seller has compiled with all additional written obligations regarding the condition of the Property.
- 30. MEGAN'S LAW: Notice Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.SAfforms.com/hagnaau. 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 JPE Code in which he or she resides.
- 36. **DEFINITIONS:** The following words are defined terms in this Agreement and have the following meaning whenever used:
 - A. ACCEPTANCE: Acceptance occurs when Seller Signs Buyer's original offer and any attached Addenda without any changes and a Signed copy is Delivered to Buyer or Buyer's Agent, or when the last of any counter offers has been Signed by the receiving Party without any changes and a Signed copy of that counter offer is Delivered to the issuing Party. For Arbitration and Liquidated Damages both Parties must have initialed those paragraphs (or both not) for Acceptance.
 - **B. AGENT(S):** As used in this Agreement shall mean the licensed real estate agent and broker who represent the Buyer or the Seller in this transaction, including the preparation, negotiation and review of this Agreement.
 - C. CLOSE OF ESCROW: Means the date the grant deed or other evidence of the transfer of title to the Property is recorded.
 - **D. DAYS:** Days means calendar days, except where designated as business days. Day 1 is the first day after an event. If the performance date falls on a weekend or legal holiday, the date is extended to the next business day. Days end at 11:59pm. Time is of the essence.
 - E. DELIVER/DELIVERY/DELIVERED: All documents to be Delivered by a Party under this Agreement, including but not limited to the Acceptance, contingency removals, and/or any termination notice issued by Buyer or Seller, shall be in writing and effective only upon receipt by the other Party or that Party's Agent. Receipt means either (1) a copy of the document is in the possession of the Party or authorized Agent regardless of the Delivery method used (i.e. email, text, other), or (2) an electronic copy has been sent to the designated electronic delivery address specified in this Agreement.
 - **F. SIGN/SIGNED:** Signed means the application of a written signature or an electronic signature on an original document, counterpart, or copy. The Parties agree that electronic means will not be used by either of them to alter the content or integrity of the Agreement.



- Liquidated Damages now addresses Buyer's failure to make the deposit(s) - Para 37.
- Agents/Brokers are NOT a party to this contract and cannot be compelled to mediate or arbitrate any dispute - Para 38.
- Agents/Brokers may voluntarily participate in mediation or elect to participate as a party to an arbitration case.

| Property: | Date: |
|-----------|-------|
| | |

37. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the Purchase Price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. Notwithstanding any provision to the contrary above, the 3% limitation shall not apply if Buyer fails to make the Initial Deposit per the terms of this Agreement. BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES AGREEMENT FOR ANY INCREASED DEPOSIT (C.A.R. form DID).

Buyer's Initials Seller's Initials

38. MEDIATION OF DISPUTES: If a dispute arises regarding this Agreement, Buyer and Seller agree to first attempt in good faith to settle the dispute by non-binding mediation before resorting to court action or binding arbitration. In mediation, a mutually acceptable resolution is sought rather than a settlement being imposed on the Parties. Mediation fees his be paid equally by Buyer and Seller. The C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) shall be used unless another mediation provide in mutually agreed to by the Parties. Any Party who fails or refuses to mediate as required by this paragraph, shall not be entitled to any attorney's fees award under this Agreement. A court action filed to obtain a provisional remedy, including a notice of pending action or to stop the expiration of a statute of limitations, shall not be a violation of this paragraph provided the Party commencing the action agrees, pending mediation, to a stay of the court action. This paragraph shall apply regardless of whether the Parties also agree to arbitration. Agents are not parties to this Agreement and cannot be compelled to mediate or arbitrate dissutes a srising from this Agreement in the Agreement and cannot be compelled to mediate or arbitrate dissutes a srising from this Agreement.

39. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of JAMS and not by court action, except as provided by California law for judicial review of arbitration proceedings. The Parties shall have the right to discovery in accordance with Code of Civil Procedure \$1283.05. Arbitrators can award compensatory damages, punitive damages, and/or order specific performance, injunctive relief and declaratory relief. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreous or or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code \$2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court or a Small Claims Court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision

"NOTICE: BY INITIALIING IN THE SPACE BELOW YOU ARE AGREING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION, IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials
/
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/

- 40. LEGAL ADVICE: Buyer and Seller acknowledge that they have not received or relied upon any representation by Agents regarding Liquidated Damages, Arbitration or any other contract issues, and that they have been advised by Agents to seek legal advice from a qualified real estate attorney.
- 41. BROKERS' COMPENSATION: The Parties instruct Escrow Holder to disburse to Brokers at COE compensation from funds in escrow in accordance with the terms set forth in the listing agreement for the Property or other compensation agreement. Compensation instructions are irrevocable and amended only with the written consent of the Buyer's and Seller's Brokers.
- 42. FINCEN COMPLIANCE: For Qualifying Purchases, within 3 Days of request by Escrow Holder, Buyer shall provide all required information, including the identity of the natural person(s) behind the purchasing entity, or Seller may terminate this Agreement.
- 43. ATTORNEYS' FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs from the non-prevailing Party.
- 44. WIRE FRAUD: The Parties acknowledge the risk of wire fraud and agree they are solely responsible for their own funds.



Liquidated Damages and Buyer's failure to make the initial deposit or any additional deposit - Para 37.

37. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default. Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the Purchase Price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. Notwithstanding any provision to the contrary above, the 3% limitation shall not apply if Buyer fails to make the Initial Deposit per the terms of this Agreement. BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES AGREEMENT FOR ANY INCREASED DEPOSIT (C.A.R. form DID).

Buver's Initials Seller's Initials

- 38. MEDIATION OF DISPUTES: If a dispute arises regarding this Agreement, Buyer and Seller agree to first attempt in good faith to settle the dispute by non-binding mediation before resorting to court action or binding arbitration. In mediation, a mutually acceptable resolution is sought rather than a settlement being imposed on the Parties. Mediation fees shall be paid equally by Buyer and Seller. The C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) shall be used unless another mediation provider is mutually agreed to by the Parties. Any Party who fails or refuses to mediate as required by this paragraph, shall not be entitled to any attorney's fees award under this Agreement. A court action filed to obtain a provisional remedy, including a notice of pending action or to stop the expiration of a statute of limitations, shall not be a violation of this paragraph provided the Party commencing the action agrees, pending mediation, to a stay of the court action. This paragraph shall apply regardless of whether the Parties also agree to arbitration. Agents are not parties to this Agreement and cannot be compelled to mediate or arbitrate disputes arising from this Agreement.
- 39. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of JAMS and not by court action, except as provided by Carffornia law for judicial review of arbitration proceedings. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. Arbitrators can award compensatory damages, punitive damages, and/or order specific performance, injunctive relief and declaratory relief. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action: (c) the filing or enforcement of a mechanic's lien: (d) any matter which is within the jurisdiction of a probate court or a Small Claims Court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under

MOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

the 3% limitation shall not apply if Buyer fails to make the

Initial Deposit per the terms of this Agreement. BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES AGREEMENT FOR ANY INCREASED DEPOSIT (C.A.R. form DID).

- including the identity of the natural person(s) behind the purchasing entity, or Seller may terminate this Agreement.
- 43. ATTORNEYS' FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs from the non-prevailing Party.
- 44. WIRE FRAUD: The Parties acknowledge the risk of wire fraud and agree they are solely responsible for their own funds.



- Mediation and Arbitration agents/brokers cannot be compelled to participate - Para 38.
- 39. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of JAMS and not by court action, except as provided by California law for judicial review of arbitration proceedings. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. Arbitrators can award compensatory damages, punitive damages, and/or order specific performance, injunctive relief and declaratory relief. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action: (c) the filing or enforcement of a mechanic's lien: (d) any matter which is within the jurisdiction of a probate court or a Small Claims Court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

"NOTICE: BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

| Buyer's Initials | Seller's Initials |
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| Property: | | Date: |
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37. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default. Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the Purchase Price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. Notwithstanding any provision to the contrary above, the 3% limitation shall not apply if Buyer fails to make the Initial Deposit per the terms of this Agreement, BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES AGREEMENT FOR ANY INCREASED DEPOSIT (C.A.R. form DID).

Buver's Initials Seller's Initials

38. MEDIATION OF DISPUTES: If a dispute arises regarding this Agreement, Buyer and Seller agree to first attempt in good faith to settle the dispute by non-binding mediation before resorting to court action or binding arbitration. In mediation, a mutually acceptable resolution is sought rather than a settlement being imposed on the Parties. Mediation fees shall be paid equally by Buyer and Seller. The C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) shall be used unless another mediation provider is mutually agreed to by the Parties. Any Party who fails or refuses to mediate as required by this paragraph, shall not be entitled to any attorney's fees award under this Agreement. A court action filed to obtain a

> f this paragraph provided the Party commencing the action agrees, pending mediation, to a stay of the court action. raph shall apply regardless of whether the Parties also agree to arbitration. Agents are not parties to this Agreement t be compelled to mediate or arbitrate disputes arising from this Agreement.

> ION OF DISPUTES: Any dispute or claim in law or equity arising out of this Agreement or any resulting n shall be decided by neutral binding arbitration in accordance with the rules of JAMS and not by court cept as provided by California law for judicial review of arbitration proceedings. The Parties shall have to discovery in accordance with Code of Civil Procedure §1283.05. Arbitrators can award compensatory punitive daprages, and/or order specific performance, injunctive relief and declaratory relief. Judgment award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action ding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; lawful detainer action: (c) the filing or enforcement of a mechanic's lien: (d) any matter which is within iction of a probate court or a Small Claims Court; or (e) an action for bodily injury or wrongful death. of a judicial action to enable the recording of a notice of pending action, for order of attachment, ip, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under sion.

> BY INITIALLING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS) BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALLING IN THE SPACE BELOW YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL. UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE TION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS N, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL RE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

> 'E READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE

| INCLU | DED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION. | |
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| itials | | Seller's Initials |
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/ICE: Buyer and Seller acknowledge that they have not received or relied upon any representation by Agents regarding Damages, Arbitration or any other contract issues, and that they have been advised by Agents to seek legal advice

COMPENSATION: The Parties instruct Escrow Holder to disburse to Brokers at COE compensation from funds in escrow in with the terms set forth in the listing agreement for the Property or other compensation agreement. Compensation instructions able and amended only with the written consent of the Buyer's and Seller's Brokers.

MPLIANCE: For Qualifying Purchases, within 3 Days of request by Escrow Holder, Buyer shall provide all required information, ne identity of the natural person(s) behind the purchasing entity, or Seller may terminate this Agreement. 5' FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Party

titled to reasonable attorney fees and costs from the non-prevailing Party.

UD: The Parties acknowledge the risk of wire fraud and agree they are solely responsible for their own funds.



- Legally Authorized Signers Para 47.
 - Replaces the C.A.R. RCSD form.
 - See checkbox under signature lines.

- Designated Electronic Delivery Addresses in broker box.
 - See Para 36E definition of Deliver/Delivery.

| igned instructions by both is Agreement, including the SEAREAL PROVISIONS: This nitre agreement of the Part filled in relation thereto while valid or enforceable unless the Parties respective heis ursidiction, the remainder or SEALLY AUTHORIZED SIGNING igner appear on this Agreement of the Parties respective heis ursidiction, the premainder or SEALLY AUTHORIZED SIGNING igner appear on this Agreement of the Parties of SEALLY AUTHORIZED SIGNING igner appear on this Agreement of the Parties of SEALLY AUTHORIZED SIGNING igner appear on this Agreement of the Parties of SEALLY AUTHORIZED SIGNING igner appear on this Agreement of SEALLY AUTHORIZED SIGNING igner appear on this Agreement of SEALLY AUTHORIZED SIGNING igner appear on the SEALLY AUTHORIZED SIGNING ignoration in the SEALLY AUTHORIZED SIGNING ignorat | ees) and Seller shall so instru- Ararties, or the rendering of a e provisions of this paragrapl Agreement, including all full ies. Any purported or prior a, ch is not expressly set forth he sin writing and Signed by B, try, successors and assigns. If the Agreement shall remain IR: If checked below the sign ment, it shall be deemed to b ized Signer represents that the all provide evidence of their EIPT: The Parties hereby ack. S. NIDITIONS: All Addenda Sign | ct Escrow Holder. Release of funds judicial decision or arbitration awe, h, shall be performed in good faith y Signed and Delivered addenda, a greement or representation respe erein is null and void. No amendme uper and Seller. This Agreement is nary provision of this Agreement is ne afforceable. ature lines, where ver the initials or en in a representative capacity for he entity for which they are acting authority to act in that capacity to nowledge receipt of a copy of this A nowledge receipt of a copy of this A | w, shall entitle Buyer to the return of Buyer from escrow will require mutually consisted and authorizing the release. All obligations is mendments and counter offers, contains the citing the Property or the duties of Buyer and return to or modification of this Agreement shall be binding upon, and inure to the beneful durenforceable by a court of competer signature of the identified Legally Authorize the entity described and not in an individual caleady exists and is in good standing to of Escrow Holder within 5 Days of Acceptanc agreement and represent that they have resemed a part of this Agreement. The following the contraction of the same and the same and the same and they have resemed a part of this Agreement. The following the same and the sam |
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| nted name of Legally Authori e undersigned Seller hereby □ (if checked) accepts the a ler | ized Signer | ACCEPTANCE r and agrees to sell the Property or as amended by Seller's Counter O Seller Seller | tle (if applicable) n the terms and conditions set forth herei offer. |
| e undersigned Seller hereby (if checked) accepts the a ler ler Signed in a representative ca | ized Signer accepts the foregoing offer above terms and conditions Date apacity on behalf of | ACCEPTANCE r and agrees to sell the Property or as amended by Seller's Counter O Seller | tle (if applicable) In the terms and conditions set forth herein The Date [full name of entity or trus |
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| aundersigned Seller hereby If thecked) accepts the a ler Signed in a representative ca teted name of Legally Authori AGENT O eller's Brokerage Firm agrees tetween Seller and Seller's Bro y of Captage Shown shall and show the Seller's Bro y of Captage Shown shall southers or compensation a uptive's Brokerage Firm y (Agent for Captage Shown shall southers and show show the sh | accepts the foregoing offer bove terms and conditions: Date papacity on behalf of papacity of | ACCEPTANCE and agrees to sell the Property or as amended by Seller's Counter O Seller Tit T AND ACKNOWLEDGMENT OF AC Brokerage Firm from the commission the MLS, or "[if-thecked] in a sepa ise Price, unless otherwise specifice te the agency relationships confirm Tel. | In the terms and conditions set forth herein ffer. Date |
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45. TERMINATION: Either Party may terminate this Agreement based upon a good faith exercise of any contingency or contractual or statutor right to terminate. Termination of this Agreement for failure of the other Party to perform a contractual obligation or remove a contingency shall be effective only after Delivery of a Notice to Perform to the other Party which provides at least 2 Days to perform contractual terms or remove contingencies. In the event that the other Party does not perform as specified in the Notice, the noticing Party may terminate



- Legally Authorized Signer Para 47.
 - See checkbox under the Buyer/Seller signature indicating the party is signing in a "representative capacity."

| Property: | | | Date: |
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| right to terminate. Termination shall be effective only after Del or remove contingencies. In the this Agreement. A Party may iss requires a Notice to Perform. To deposit (less agreed escrow fee Signed instructions by both Far this Agreement, including the p. GEMERAL PROVISIONS: This Agentire agreement of the Parties Seller in relation thereto which be valid or enforceable unless in of the Parties respective heigh. | of this Agreement for failurery of a Notice to Perform very of a Notice to Perform to event that the other Party use a Notice to Perform no e s) and Seller shall so instructies, or the rendering of a, rowisions of this paragraph greement, including all full a. Any purported or prior a is not expressly set forth he writing and Signed by successors and assigns. If | e of the other Party to perform to the other Party which prov does not perform as specifie arlier than 2 Days prior to a co mritted by this Agreement or 1 tt Escrow Holder. Release of fu judicial decision or arbitration n, shall be performed in good y Signed and Delivered addency greement or representation re rerein is null and void. No amen yer and Seller. This Agreemer | da, amendments and counter offers, contains the sepecting the Property or the duties of Buyer an idment to or modification of this Agreement sha it shall be binding upon, and inure to the benefi nt is held unenforceable by a court of competen |
| LEGALLY AUTHORIZED SIGNER: Signer appear on this Agreeme capacity. The Legally Authorize business in California, and shall ACKNOWLEDGMENT OF RECEI and understand its provisions. | If checked below the signant, it shall be deemed to be disigner represents that the provide evidence of their provide evidence of their provide evidence of their provides and the provides are also below the | ature lines, wherever the initial e in a representative capacity the entity for which they are at authority to act in that capacit nowledge receipt of a copy of the ted by Buyer and Seller shall but | Is or signature of the identified Legally Authorize for the entity described and not in an individua tring already exists and is in good standing to do to to Escrow Holder within 5 Days of Acceptance this Agreement and represent that they have rea e deemed a part of this Agreement. The followin |
| Buyer Signed in a representative capa | icity on behalf of | Buyer | |

The undersigned Seller hereby accepts the foregoing offer and agrees to sell the Property on the terms and conditions set forth herein

47. **LEGALLY AUTHORIZED SIGNER:** If checked below the signature lines, wherever the initials or signature of the identified Legally Authorized Signer appear on this Agreement, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity. The Legally Authorized Signer represents that the entity for which they are acting already exists and is in good standing to do business in California, and shall provide evidence of their authority to act in that capacity to Escrow Holder within **5 Days** of Acceptance.

| Buyer's Brokerage Firm | | |
|--|------|------------------------|
| By (Agent for Buyer) | Tel. | Date |
| Designated electronic delivery address(es) | | ☐ See C.A.R. form DEDA |
| Seller's Brokerage Firm | | |
| By (Agent for Seller) | Tel. | Date |
| Designated electronic delivery address(es) | | □ See C.A.R. form DEDA |



Designated Electronic Delivery Address.

| | of the Parties' respective heirs, successors and jurisdiction, the remainder of the Agreement's 47. LEGALIY AUTHORIZED SIGNER: if checked belo | gned by Buyer and Seller. This Agreement shall be binding upon, and inure to the benefit assigns. If any provision of this Agreement is held unenforceable by a court of competent hall remain enforceable. we the signature lines, wherever the initials or signature of the identified Legally Authorized |
|--|--|--|
| Buyer's Brokerage Firm | | |
| By (Agent for Buyer) | Tel. | Date |
| Designated electronic delivery address(es) | | □ See C.A.R. form DEDA |
| Seller's Brokerage Firm | | |
| By (Agent for Seller) | Tel | Date |
| Designated electronic delivery address(es) | | □ See C.A.R. form DEDA |
| | Seller's Brokerage Firm agrees to assign and pay | SREEMENT AND ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS TO Buyer's Brokerage Firm from the commission as set forth in a written listing agreement pecified in the MLS, or □ [if thecked] in a separate written agreement between the Brokers. |

AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

Any percentages shown shall be based upon the Purchase Price, unless otherwise specified. Broker(s) hereby agree to the terms and

Date

☐ See C.A.R. form DEDA

☐ See C.A.R. form DEDA

conditions for compensation stated above and acknowledge the agency relationships confirmed in this Contract.

Buyer's Brokerage Firm By (Agent for Buyer)

Seller's Brokerage Firm

3y (Agent for Seller)

Designated electronic delivery address(es)

Designated electronic delivery address(es)

45. TERMINATION: Either Party may terminate this Agreement based upon a good faith exercise of any contingency or contractual or statutory right to terminate. Termination of this Agreement for failure of the other Party to perform a contractual obligation or remove a contingency shall be effective only after Delivery of a Notice to Perform to the other Party which provides at least 2 Days to perform contractual terms or remove contingencies. In the event that the other Party does not perform as specified in the Notice, the noticing Party may terminate this Agreement. A Party may issue a Notice to Perform no earlier than 2 Days prior to a contractual deadline. The agiltation to close secrow requires a Notice to Perform. Termination by Buyer, as permitted by this Agreement or by law, shall entitle Buyer to the return of Buyer's deposit (less agreed escrow fees) and Seller shalls o instruct Escrow Holder. Release of flunds from escrow will reign enturely consistent.

Signed instructions by both Parties, or the rendering of a judicial decision or arbitration award authorizing the release. All obligations in

46. GENERAL PROVISIONS: This Agreement, including all fully Signed and Delivered addenda, amendments and counter offers, contains the entire agreement of the Parties. Any purported or prior agreement or representation respecting the Property or the duties of Buyer and Seller in relation thereto which is not exoresist vs efforth nerein is null and void. No amendment to or modification of this Agreement shall

this Agreement, including the provisions of this paragraph, shall be performed in good faith.



Thank you for joining!