

## California Addendum to Real Estate Purchase Agreement (Resale)

This California Addendum to Real Estate Purchase Agreement (this "California Addendum") is attached to and made a part of the Real Estate Purchase Agreement (the "Contract" and collectively, with this California Addendum and any exhibits, schedules, attachments, or other addenda, the "Agreement") between Seller and Buyer for the Property located at \_\_\_\_\_ . Unless otherwise defined herein, capitalized terms used, but not defined in this California Addendum, shall have the meanings set forth in the Agreement. The Contract shall remain in full force and effect, except as expressly modified by this California Addendum or any other addenda or supplement. To the extent of any conflict or inconsistency between the terms and provisions of the Contract and the terms and provisions of this California Addendum, the terms and provisions of this California Addendum shall control.

1. **Form of Deed.** The Deed shall be a grant deed duly executed and acknowledged by Seller.

2. **Disclosures.**

(a) Seller shall make the following disclosures by marking where applicable below. Within five (5) business days following the Effective Date, Seller will provide Buyer with the marked disclosure documents on the then-most current RPI form:

Disclosure Regarding Real Estate Agency Relationship (C.A.R Form, Revised 12/18)

Notice of Private Transfer Fee (C.A.R Form, NTF 11/07) (mark if a document, such as CC&Rs, affecting the Property imposes a fee to be paid upon the transfer of the Property)

(b) Within five (5) business days following the Effective Date, Seller will provide Buyer with the following:

Residential Earthquake Hazards Report (see [www.seismic.ca.gov](http://www.seismic.ca.gov) for the Homeowner's Guide to Earthquake Safety) (RPI Form 315) (mark if house was built prior to 1960).

Natural Hazard Disclosure Statement. To the extent Seller has not previously done so, Buyer agrees to order the Natural Hazard Disclosure Report on Seller's behalf, which report shall be a Seller cost at Closing.

3. **Smoke Alarm and Carbon Monoxide Detector Notice.**

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title, required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified upon Closing. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide devices(s) should be located for optimal performance and for full code compliance.

**Seller hereby certifies that the Property is presently in compliance, or by Closing shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.**

4. **Water Heater Compliance.**

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller is advised that different or additional requirements may be imposed by local ordinance. Seller is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

**Seller hereby certifies that the Property is presently in compliance, or by Closing shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.**

5. **Water Conserving Plumbing Fixtures Notice.** California Civil Code section 1101.4 requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures, unless a statutory exception applies. Pursuant to that Code section, Seller shall disclose to Buyer whether the Property includes any noncompliant plumbing fixtures. A noncompliance plumbing fixture means any of the following: (i) a toilet manufactured to use more than 1.6 gallons of water per flush; (ii) a urinal manufactured to use more than one gallon of water per flush; (iii) a showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; or (iv) an interior faucet that emits more than 2.2 gallons of water per minute.

6. **Notice Regarding Gas and Hazardous Liquid Transmission Pipelines.** This notice is being provided simply 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 (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. 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 NPMS Internet Web site.

7. **Megan's Law Database Disclosure.** 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 Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.

8. **LIQUIDATED DAMAGES. IF BUYER BREACHES ITS OBLIGATIONS UNDER THE AGREEMENT, AND SELLER TERMINATES THE AGREEMENT IN ACCORDANCE WITH SECTION 6.2 OF THE AGREEMENT, THE PAYMENT OF THE DEPOSIT TO SELLER SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. THE PAYMENT OF DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER AGREES TO AND DOES HEREBY WAIVE**

**ALL OTHER REMEDIES AGAINST BUYER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH BREACH BY BUYER INCLUDING WITHOUT LIMITATION THE REMEDY OF SPECIFIC PERFORMANCE. IN PLACING THEIR INITIALS AT THE PLACES PROVIDED BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE. BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE AND AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN OR UNKNOWN, IT WOULD BE EXTREMELY DIFFICULT, COSTLY AND IMPRACTICAL TO ESTABLISH DAMAGES OF SELLER. ACCORDINGLY, BOTH BUYER AND SELLER, BY THEIR RESPECTIVE INITIALS SET FORTH BELOW, DO HEREBY ACKNOWLEDGE AND AGREE THAT TERMS SET FORTH IN SECTION 6.2 OF THE AGREEMENT AND THIS SECTION 8 ARE NEGOTIATED AND REASONABLE AND INTENDED TO BE LIQUIDATED DAMAGES.**

**9. Wire Fraud Warning**

Real estate buyers and sellers are frequent targets of wire fraud. Do not trust wiring instructions that are sent via email because cyber criminals commonly hack into email accounts and send emails with fake wiring instructions. These emails may be convincing and sophisticated. Please independently confirm wiring instructions in person or via a telephone call to a trusted, known and verified phone number belonging to your Closing Agent or real estate agent. Do not wire money without confirming that the wiring instructions are correct.

[Remainder of page intentionally left blank; signatures follow]

This California Addendum may be executed by counterpart signatures (including electronic signatures) and shall be considered a part of the Agreement.

**SELLER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature Page to California Addendum to Real Estate Purchase Agreement]

## Schedule 1

Item No.		Responsible	
		Buyer	Seller
1	Preparation and recording of the Deed	X	
2	Real Property transfer tax		X
3	Escrow Fees and Costs – each party shall be responsible for their own fees and costs	X	X
4	Charges required by an owners' association declaration to be paid by Buyer for Buyer's future use of the Property including, without limitation, capital improvement fees, future improvement fees, asset preservation fees, community enhancement fees, working capital contributions, membership fees, and "move in fees" (if any)	X	
5	Owners' association account transfer or setup fees, and owners' association fees required for confirming Seller's account payment information on dues, assessments for payment or proration (if any)		X
6	Fees for obtaining owners' association disclosure packages (if any)		X
7	Pre-paid Owners' association fees	X	
8	Fees incurred in completing the Property and Owners' Association Disclosure Statements (if any)		X
9	Buyer's Title Policy (standard coverage)		X
10	Buyer's Title Policy (extended coverage, if applicable, Buyer to cover the extra premium over standard coverage and any endorsements Buyer elects to obtain)	X	