

STANDARD RESIDENTIAL PURCHASE AGREEMENT



DEFINITIONS

BROKER includes cooperating brokers and all sales persons. DAYS means calendar days, midnight to midnight, unless otherwise specified. BUSINESS DAY excludes Saturdays, Sundays and legal holidays. DATE OF ACCEPTANCE means the date Seller accepts the offer or the Buyer accepts the counter offer. DELIVERED means personally delivered, transmitted by facsimile machine, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if by facsimile, at time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. DATE OF CLOSING means the date title is transferred. TERMINATING THE AGREEMENT means that both parties are relieved of their obligations and all deposits will be returned to Buyer less expenses incurred by or on account of Buyer to date of termination. PROPERTY means the real property and any personal property included in the sale.

	ONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes				
any prior agency election:	to the court of tables and				
LISTING AGENT:	is the agent of (check one): (Print Firm Name)				
The Seller exclusively:	or □both the Buyer and the Seller.				
_					
SELLING AGENT:	(Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):				
	; or _ the Seller exclusively; or _ both the Buyer and the Seller.				
	ES NOT take the place of the AGENCY DISCLOSURE form (P.P. Form 110.42 CAL) required by law. hereinafter designated as BUYER, offers to purchase the real property				
situated in					
FOR THE PURCHASE PRICE	OF \$(
	dollars) on the following terms and conditions:				
	es not intend to occupy the property as his or her residence.				
1. FINANCING TERMS AND	LOAN PROVISIONS				
	DEPOSIT evidenced by ☐ check, or ☐ other:				
· · ·	held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the				
	purchase price with:				
B. \$	ADDITIONAL CASH DEPOSIT to be placed in escrow within days after acceptance, upon				
	receipt of Loan Commitment per Item 2, Other:				
C. \$					
D. \$	NEW FIRST LOAN: ☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☐ Other financing acceptable to Buyer:				
	FIXED RATE: For years, interest not to exceed%, payable at approximately				
	per month (principal and interest only), with the balance due in not less than years.				
	ARM: For years, initial interest rate not to exceed%, with initial monthly payments of				
	\$ and maximum lifetime rate not to exceed%. Buyer will pay loan fee or points not to exceed				
	Lender to appraise property at no less than purchase price.				
	If FHA or VA, Seller will pay% discount points. Seller will also pay other fees and costs, as				
	required by FHA or VA, not to exceed \$				
E. \$	EXISTING FINANCING: FIRST LOAN, SECOND LOAN:				
	☐ ASSUMPTION OF, ☐ SUBJECT TO existing loan of record described as follows:				
F. \$	SELLER FINANCING: FIRST LOAN, SECOND LOAN, THIRD LOAN, secured by the property.				
C C	☐ Seller Financing Addendum, P.P. Form 131.1-3 CAL, is attached and made a part of this Agreement. OTHER FINANCING TERMS:				
G. \$	OTHER FINANCING TERMS:				
н. \$	TOTAL PURCHASE PRICE (not including closing costs).				
2. LOAN APPROVAL. (Please check on of the following):					
	CONTINGENT upon Buyer obtaining a loan.				
	ITINGENT upon Buyer's ability to obtain a commitment for new financing, as set forth above, from a lender or				
mortgage broker of Buyer	s choice, and/or consent to assumption of existing financing provided for in this Agreement, within days				
Buyer [] [] and	Seller [][] have read this page.				
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Pro	perty Address		
	after acceptance. Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete and submit a loan application within five (5) days after acceptance. Buyer will, will not provide a prequalification letter or preapproval letter from lender or mortgage broker based on Buyer's application and credit report within days after acceptance. In the event a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate this Agreement.		
3.	BONDS AND ASSESSMENTS. All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS:		
	This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid within ten (10) days after receipt of the preliminary title report or property tax bill whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.		
	PROPERTY TAX. Within three (3) days after acceptance , Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessor's office. Within five (5) days after receipt of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.		
5.	EXISTING LOANS. Seller will, within three (3) days after acceptance, provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. Within five (5) days after receipt Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. Within three (3) days after acceptance, Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clauses.		
6.	DESTRUCTION OF IMPROVEMENTS. If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all unused deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.		
7.	EXAMINATION OF TITLE. In addition to any encumbrances assumed or taken "subject" to, Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record if any, which do not materially affect the value or intended use of the property. Within three (3) days after acceptance, Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. Within five (5) days after receipt, Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense before close of escrow. If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will so notify Buyer within ter (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.		
8.	EVIDENCE OF TITLE will be in the form of a policy of title insurance, issued by		
9.	PRORATIONS. Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners association fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer.		
10.	CLOSING. Full purchase price to be paid and deed to be recorded on or before, OR within days after acceptance. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. Where customary, signed escrow instructions will be delivered to escrow holder within days after acceptance. Escrow fee to be paid by County/City transfer tax(es), if any, to be paid by Homeowner association transfer fee to be paid by		
	THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.		
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Prop	erty Address
11.	PHYSICAL POSSESSION. Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will
	be delivered to Buyer <i>(check one):</i> On the date of recordation of the deed, not later than a.m., _ p.m.;
	On the day after recordation, not later than a.m., p.m.
	In the event possession is to be delivered before or after recordation, such possession is conditioned upon the execution by both
	parties of a written occupancy agreement on P.P. Form 103 CAL or 104 CAL, or comparable form, within days of acceptance.
12.	FIXTURES. All items permanently attached to the property, including light fixtures and bulbs, attached floor coverings, all attached window coverings, including window hardware, window and door screens, storm sash, combination doors, awnings, TV antennas,
	burglar, fire, smoke and security alarms (unless leased), pool and spa equipment, solar systems, attached fireplace screens, electric
	garage door openers with controls, outdoor plants and trees (other than in movable containers), are included in the purchase price free of liens. EXCLUDING:
13.	CONDITION OF PROPERTY. Seller agrees that upon delivery of possession to the Buyer: (a) all built-in appliances included in the sale, and
	the electrical, plumbing, (excluding irrigation systems), heating and cooling systems will be in working order and free of leaks; (b) the roof
	will be free of leaks; (c) all broken or cracked glass, including mirrors and shower/tub enclosures and broken seals between double-pane windows, will be replaced; (d) and existing window and door screens that are damaged will be repaired. Unless specifically excluded, all of
	the above are the obligation of the Seller regardless of any disclosures made or conditions discovered by the parties or their
	agents. The following items are specifically excluded from the above:
	Seller's obligations under this provision are not intended to create a duty to repair an item that may fail after possession is
1.1	delivered. Buyer and Seller acknowledge that Broker is not responsible for any alleged breach of these covenants. INSPECTIONS OF PHYSICAL CONDITION OF PROPERTY. Buyer will have the right to retain, at his or her expense, licensed experts
14.	including but not limited to engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to
	inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical, plumbing, heating,
	cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances including asbestos, mold,
	formaldehyde, radon gas, and lead-based paint. Buyer, if requested by Seller in writing, will promptly furnish, at no cost to Seller, copies of all written inspection reports obtained. Buyer will approve or disapprove in writing all inspection reports obtained within days after
	acceptance. In the event of Buyer's disapproval, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate
	this Agreement, or invite Seller to negotiate repairs. (See P.P. Form 101-M, Addendum Regarding Removal of Inspection Contingencies.)
15.	MAINTENANCE. Until possession is delivered, Seller will maintain all structures, landscaping, grounds, and pool in the same
	general condition as of the date of acceptance or physical inspection, whichever is later. Seller agrees to deliver the property in a neat and clean condition with all debris and personal belongings removed.
16.	PERSONAL PROPERTY. The following personal property, on the premises when inspected by Buyer, is included in the purchase
	price and will be transferred to Buyer free of liens and properly identified by a Bill of Sale at close of escrow. Unless itemized here,
	personal property is not included in the sale. No warranty is made as to the condition of the personal property:
17.	TRANSFER DISCLOSURE STATEMENT (TDS). Seller will comply with Civil Code § 1102 by providing Buyer with a completed Real
	Estate Transfer Disclosure Statement (P.P. Form 110.21-23 CAL). The completed statement will consist of disclosure by Seller, Listing Agent, and Selling Agent.
	☐ Buyer has received and read the completed TDS.
	Seller will provide to Buyer the completed TDS within days after acceptance.
	Buyer and Seller agree that any new reports or other disclosure documents received by Buyer from the Seller after receipt of the TDS
	are automatically deemed an amendment to the TDS. If any disclosure or a material amendment of any disclosure is delivered by the Seller to the Buyer after the execution of an offer to purchase, Buyer will have three (3) days after delivery in person or five (5) days
	after deposit in the mail to terminate his or her offer by delivery of a written notice of termination to Seller or Seller's Agent.
	Seller agrees to hold all Brokers in the transaction harmless and to defend and indemnify them from any claim, demand, action
	or proceedings resulting from any omission or alleged omission by Seller in his or her Real Estate Transfer Disclosure Statement
18.	or supplement. SUPPLEMENT TO STATUTORY DISCLOSURE STATEMENT. Within days after acceptance, or earlier if required by law, Seller
10.	will provide the following or comparable disclosure supplement(s) to Buyer:
	□P.P. FORM 110.27 CAL, NATURAL HAZARD DISCL., □3RD PARTY NATURAL HAZARD REPORT BY
	P.P. FORM 110.31-33 CAL, SUPPLEMENT TO TDS,
	P.P. FORM 110.72, NOTICE RE: SEPTIC SYSTEMS, P.P. FORM 110.90-92 CAL, STANDARD DISCLOSURES AND DISCLAIMERS,
	P.P. FORM 110.74, LEAD-BASED PAINT DISCLOSURE (for dwellings constructed prior to 1978 - must be delivered prior to acceptance.)
	P.P. FORM 110.81 CAL, SMOKE DETECTOR / WATER HEATER CERTIFICATION
	OTHER
19.	SAFETY BOOKLETS. By initialing below, Buyer acknowledges receipt of the following booklets:
	[][] Homeowner's Guide to Environmental Hazards and Earthquake Safety, including earthquake hazard disclosure form
	required for homes constructed prior to 1960, and the lead-based paint pamphlet. [][] Commercial Property Owner's Guide to Earthquake Safety.
20.	ACCESS TO PROPERTY. Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other
	professionals representing Buyer.
Buve	r [][]and Seller [][]have read this page.
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21.	WALK-THROUGH INSPECTION. Buyer will have the right to conduct a walk-through inspection of the property within days prior
	to close of escrow, to verify Seller's compliance with the provisons under Item 12, FIXTURES, Item 13, CONDITION OF PROPERTY, Item
	15, MAINTENANCE, and Item 16, PERSONAL PROPERTY. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.
22.	COMPLIANCE WITH LOCAL LAWS. Seller will comply with any local laws applicable to the sale or transfer of the property,
	including but not limited to: Providing inspections and/or reports for compliance with local building and permit regulations,
	including septic system inspection reports; compliance with minimum energy conservation standards; and compliance with water
	conservation measures. All required inspections and reports will be ordered within three (3) days after acceptance and will be
	paid by Seller, Buyer. If Seller does not agree within five (5) days after receipt of a report to pay the cost of any repair or
	improvement required to comply with such laws, Buyer may terminate this Agreement. It is understood that if Seller has given notice that necessary permits or final approvals were not obtained for some improvements, Seller will not be responsible for bring-
	ing the improvements into compliance unless otherwise agreed.
23.	OPTIONAL PROVISIONS. The provisions in this Item 23, if initialed by Buyer are included in this Agreement.
23-A.	[] MAINTENANCE RESERVE. Seller agrees to leave in escrow a maintenance reserve in the amount of \$ If, in
	the reasonable opinion of a qualified technician, any of the equipment listed under Item 13, CONDITION OF PROPERTY, is not in working
	order, Buyer will furnish Seller a copy of the technician's inspection report and/or submit written notice to Seller of non-compliance of any
	of the terms under Item 13, CONDITION OF PROPERTY, within five (5) days after occupancy is delivered. In the event Seller fails to make the repairs and/or corrections within five (5) days after receipt of said report or notice,
	Seller authorizes the escrow holder to disburse to Buyer against bills for such repairs or corrections the sum of such bills, not
	to exceed the amount reserved. Said reserve will be disbursed to Buyer or returned to Seller not later than fifteen (15) days
	after date occupancy is delivered.
23-B.	[][]HOME PROTECTION CONTRACT, paid for byBuyer,Seller, will become effective upon close of escrow for not less than one year at a cost not to exceed \$ The Brokers have informed both parties that such protection pro-
	grams are available, but do not approve or endorse any particular program. Unless this provision is initialed, Buyer understands
	that such a protection plan is waived.
23-C.	[][]COMMON INTEREST DEVELOPMENT DISCLOSURE. Within ten (10) days after acceptance, Seller, at his or her expense, agrees to provide to Buyer the management documents and other information required by California Civil Code § 1368.
	Within five (5) days after receipt, Buyer will notify Seller in writing of approval or disapproval of the documents and information.
	In case of disapproval, Buyer may terminate this Agreement. Any delinquent assessments including penalties, attorney's fees, and other charges that are or could become a lien on the prop-
	erty will be credited to Buyer at close of escrow.
23-D.	[][]PROBATE/CONSERVATORSHIP SALE. Pursuant to the California Probate Code, this sale is subject to court approval
	at which time the court may allow open competitive bidding. An "AS IS" Addendum (P.P. Form 101-AI) ☐ is, ☐ is not attached and made a part of this Agreement.
23-E.	[]RENTAL PROPERTY. Buyer to take property subject to rights of parties in possession on leases or month-to-month
	tenancies. Within five (5) days after acceptance, Seller will deliver to Buyer for his or her approval copies of the following documents: (a) existing leases and rental agreements with tenants estoppel certificates; (b) any outstanding notices sent to tenants;
	(c) a written statement of all oral agreements with tenants; (d) existing defaults by Seller or tenants; (e) claims made by or to
	tenants; (f) a statement of all tenants deposits held by Seller; (g) a complete statement of rental income and expenses; (h) and
	any service and equipment rental contracts with respect to the property which run beyond close of escrow. Seller warrants all of this documentation to be true and complete.
	Within five (5) days after receipt of documents, Buyer will notify Seller in writing of approval or disapproval of the documents.
	In case of disapproval, Buyer may terminate this Agreement. During the escrow period of this transaction Seller agrees that no
	changes in the existing leases or rental agreements will be made, nor new leases or rental agreements longer than month to month entered into, nor will any substantial alterations or repairs be made or undertaken without the written consent of the Buyer. Secur-
	ity deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer in escrow.
23-F.	[][]RENT CONTROL ORDINANCE. Buyer is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.
23-G.	[][]TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY). In the event that Seller wishes to enter into a tax
	deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by
	him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with
	such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be
	borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other
	document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any
	property other than the property described in this Agreement. It is understood that a party's rights and obligations under this
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Property Address __

Prope	erty Address				
24.	Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange. CONTINGENT ON SALE. (Please check one of the following): A. CONTRACT IS NOT CONTINGENT upon the sale or close of any property owned by Buyer.				
	B. CONTRACT IS CONTINGENT on Buyer's Property at				
	been satisfied, closing on or before, which is in escrow and concerning which all contingencies _ have, _ have not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing.				
	C. CONTRACT IS CONTINGENT on Buyer accepting an offer for his or her property at				
	as specified in this Item 24-C. If Seller accepts a bonafide written offer from a third party prior to Buyer accepting an offer on the sale of his or her property, Seller may give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and close of his or her property, or this Agreement will terminate without further notice. Upon waiver of the contingency, Buyer will provide evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any property.				
25.	5. DEFAULT. In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults, (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.				
26.	ATTORNEY FEES. In any action or proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and cost to be determined by the court or arbitrator(s).				
27.	LIQUIDATED DAMAGES. By initialing in the spaces below,				
28.	spaces below the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration, unless the dispute is a matter excluded under Item 29 - ARBITRATION. The fees of the mediator will be shared equally between all parties to the dispute. If a party initials the "agree" space and later refuses mediation, that party will not be entitled to recover prevailing party attorney fees in any subsequent action.				
	[][]Buyer agrees [][]Buyer does not agree [][]Seller agrees				
29.	ARBITRATION OF DISPUTES. Any dispute or claim in law or equity arising out of this Agreement will be decided by neutral binding arbitration in accordance with the California Arbitration Act (C.C.P. § 1280 et seq.), and not by court action except as provided by California law for judicial review of arbitration proceedings. If the parties cannot agree upon an arbitrator, a party may petition the Superior Court of the county in which the property is located for an order compelling arbitration and appointing an arbitrator. Service of the petition may be made by first class mail, postage prepaid, to the last known address of the party served Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties will have the right to discovery in accordance with Code of Civil Procedure § 1283.05.				
Buye	er [][] and Seller[][] have read this page.				
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The parties agree that the following procedure will govern the making of the award by the arbitrator: (a) a Tentative Award will be made by the arbitrator within 30 days following submission of the matter to the arbitrator; (b) the Tentative Award will explain the factual and legal basis for the arbitrator's decision as to each of the principal controverted issues; (c) the Tentative Award will be in writing unless the parties agree otherwise; provided, however, that if the hearing is concluded within one (1) day, the Tentative Award may be made orally at the hearing in the presence of the parties. Within ten (10) days after the Tentative Award has been served or announced, any party may serve objections to the Tentative Award. Upon objections being timely served, the arbitrator may call for additional evidence, oral or written argument, or both. If no objections are filed, the Tentative Award will become final without further action by the parties or arbitrator. Within thirty (30) days after the filing of objections, the arbitrator will either make the Tentative Award final or modify or correct the Tentative Award, which will then become final as modified or corrected.

The provisions of C.C.P. §128.5 authorizing the imposition of sanctions as a result of bad faith actions or tactics will apply to the arbitration proceedings. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (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 small claims court; or (e) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure § 337.1 or § 337.15 applies. 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, will not constitute a waiver of the right to arbitrate under this provision.

NOTICE: By initialing in the ["agree"] 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 initialing in the ["agree"] 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 agrees

[_____][____]Buyer does not agree

[____] Seller does not agree

30.	EXPIRATION OF OFFER. This Offer will expire unless acceptance is delivered to Buyer or to
	(Buyer's Broker) on or before (date) (time) a.m. p.m.
31.	COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.
32.	CONDITIONS SATISFIED/WAIVED IN WRITING. Each condition or contingency, covenant, approval or disapproval will be satisfied
	according to its terms or waived by written notice delivered to the other party or his or her Broker.
33	TIME Time is of the essence of this Agreement; provided however that if either party fails to comply with any contingency in this

- 33. TIME. Time is of the essence of this Agreement; provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice.
- **34. SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.
- 35. ENTIRE AGREEMENT / ASSIGNMENT PROHIBITED. This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Both parties acknowledge that they have not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.

36.	6. ADDENDA. The following addendum is attached and made a part of this Agreement:		
	Addendum No.		
Buy	/er [][]and Seller [][]have read this page.		

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___][____] Seller agrees

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Property Address					
NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.					
LIMITATION OF AGENCY: A real estate broker or agent is qualifiting the legal sufficiency, legal effect, insurance, or tax consequence your attorney, accountant or insurance advisor.					
The undersigned Buyer acknowledges that he or she has thoroug agrees to purchase the property for the price and on the terms of this offer.		•			
Buyer	Date	Time			
Buyer	Date	Time			
Address					
ACCEP Seller accepts the foregoing Offer and agrees to sell the property NOTICE: The amount or rate of real estate commission individually and may be negotiable between the Seller	for the price and on the sis not fixed by land Broker.	aw. They are set by each Broker			
37. COMMISSION. Seller agrees to pay in cash the following real hereby irrevocably assigns to Broker(s) from escrow:					
and% of the accepted price, or \$, without regard to the agency relationship. Escrow instructions wit the written consent of the Broker(s). If Seller receives liquidated or other damages upon default provided for above or one half of the damages after deducting at Commission will also be payable upon any default by Seller, consent of the Broker(s), which prevents completion of the purcle provided for in any existing listing agreement. In any action for commission the prevailing party will be entitle to trial or final judgment. 38. PROVISIONS TO BE INITIALED. The following items must be "ag of disagreement, Seller should make a counter offer. Item 27. LIQUIDATED DAMAGES Item 28. MEDIATION OF DISP	h respect to commission by Buyer, Seller agrees ny costs of collection, in- or the mutual rescission nase. This Agreement wi d to reasonable attorney reed to" by both parties	s may not be amended or revoked without to pay Broker(s) the lesser of the amount cluding reasonable attorney fees. In by Buyer and Seller without the written the rights of Broker and Seller fees whether or not the action is brought to be binding on either party. In the event			
Seller acknowledges receipt of a copy of this Agreement. Author signed copy to Buyer and to disclose the terms of purchase to REALTORS® at close of escrow.					
39. IF CHECKED ACCEPTANCE IS SUBJECT TO ATTACHED C	OUNTER OFFER DATED				
Seller(Signature)	Seller	(Signature)			
(Please Print Name)		(Please Print Name)			

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Rev. by Date_

Address ___

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_____ Time ___



__ Time