

California Transfer Disclosure Statement

(CALIFORNIA CIVIL CODE § 1102, ET SEQ.)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____,
COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____

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

I COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- ☐ Additional inspection reports or disclosures:

(List all substituted disclosure forms to be used in connection with this transaction.)

II SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IT IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below (read across):

- | | | |
|---|---|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> Smoke Detector(s) |
| <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Satellite Dish |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sprinklers |

- ☐ Public Sewer System ☐ Septic Tank ☐ Sump Pump
☐ Water Softener ☐ Patio/Decking ☐ Built-in Barbecue
☐ Sauna ☐ Gazebo ☐ Burglar Alarms
☐ Hot Tub ☐ Locking Safety Cover* ☐ Pool ☐ Child Resistant Barrier* ☐ Spa ☐ Locking Safety Cover*
☐ Security Gate(s) ☐ Automatic Garage Door Opener(s)* ☐ # of Remote Controls _____
☐ Garage: ☐ Attached ☐ Not Attached ☐ Carport
☐ Pool/Spa Heater: ☐ Gas ☐ Solar ☐ Electric
☐ Water Heater: ☐ Gas ☐ Water Heater Anchored, Braced, or Strapped* ☐ Electric
☐ Water Supply: ☐ City ☐ Well ☐ Private Utility ☐ Other _____
☐ Gas Supply: ☐ Utility ☐ Bottled
☐ Window Screens ☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*
☐ Exhaust Fan(s) in _____ ☐ 220 Volt Wiring in _____
☐ Fireplace(s) in _____ ☐ Gas Starter _____
☐ Roof(s): Type: _____ Age: _____ (approx.)
☐ Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No
 If yes, then describe. (Attach additional sheets if necessary.)

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?

☐ Yes ☐ No If yes, check appropriate box(es) below.

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

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

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104, of the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

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

- | | |
|--|--|
| 1. Substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Any encroachments, easements, or similar matters that may affect your interest in the subject property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Fill (compacted or otherwise) on the property or any portion thereof. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Any settling from any cause, or slippage, sliding, or other soil problems. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Flooding, drainage, or grading problems. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Major damage to the property or any other structures from fire, earthquake, floods, or landslides. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Any zoning violations, nonconforming uses, or violations of "setback" requirements. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. Neighborhood noise problems or other nuisances. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. CC&Rs or other deed restrictions or obligations. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. Homeowners' association that has any authority over the subject property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 15. Any notices of abatement or citations against the property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 16. Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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

Seller _____ Date _____

Seller _____ Date _____

III

AGENT'S INSPECTION DISCLOSURE (LISTING AGENT)

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

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

- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: _____
- Agent (Print Name of Broker Representing Seller): _____
- By (Associate Licensee or Broker's Signature) _____
- Date _____

IV

AGENT'S INSPECTION DISCLOSURE (SELLING AGENT)

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

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

- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: _____
- Agent (Print Name of Broker Obtaining Offer) _____
- By (Associate Licensee or Broker's Signature) _____
- Date _____

V

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

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

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Print Name of Broker Representing Seller) _____

By (Associate Licensee or Broker's Signature) _____

Date _____

Agent (Print Name of Broker Obtaining the Offer) _____

By (Associate Licensee or Broker's Signature) _____

Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.