

## **OFFER SUBMISSION CHECKLIST**

**Email the items below in 1 PDF document to : [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com)**

**Note: To combine single PDF pages to one file you can do so for Free at [www.ilovepdf.com](http://www.ilovepdf.com)**

- \_\_\_\_\_ (1) Must use C.A.R. Residential Income Purchase Agreement (RPA) (REQUIRED)**
- \_\_\_\_\_ (2) Proof of funds to close - dated within last 30 days (REQUIRED).**
- \_\_\_\_\_ (3) A deposit of \$5,000 is required.**
- \_\_\_\_\_ (4) Must include a lender's DU Approval with Offer. (REQUIRED)**
- \_\_\_\_\_ (5) Lead Base Paint Disclosure signed by Buyer (ATTACHED & REQUIRED)**
- \_\_\_\_\_ (6) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached**
- \_\_\_\_\_ (7) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).**
- \_\_\_\_\_ (8) All Disclosures are located at : [www.TrustedRA.com/Torreypines](http://www.TrustedRA.com/Torreypines)**
- \_\_\_\_\_ (9) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that signer has legal authority to sign for the entity.**

**DO NOT Plan on getting a Counter Offer. The main reason for the Addendum No. 1 is to avoid countering between parties. This will save you a tremendous amount of time and get you into escrow quicker. Submit your Highest and Best offer up front.**

**Offers submitted without any item that is listed as "Required" above, will be presented to the Seller BUT will most likely be REJECTED.**

TRUSTED REALTY ADVISORS (909)862-0102 CAL BRE No. 00820556

**OFFER MUST BE SUBMITTED ONLINE AT  
[www.TrustedRA.com/torreypines](http://www.TrustedRA.com/torreypines)**

# ADDENDUM NO. 1

**Addendum to:** Residential Purchase Agreement And Joint Escrow Instructions,  
Between the signers hereto, and dated on or before date hereof

**Property Address: 36369 Torrey Pines Drive, Beaumont, CA 92223**

**(1) In the event of a conflict between the wording of this Addendum and the California Residential Purchase Agreement and Joint Escrow Instructions, this addendum shall apply. This Addendum significantly modifies the Purchase Agreement, read this carefully.**

(2) Buyers deposit of \$5,000 to be received by escrow holder no later than 2:30 PM on the **2nd business day** following the date of acceptance.

(3) The initial deposit stated in the Purchase Agreement shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of whom is holding said deposit, and regardless of whether the deposit instrument has been deposited.

## **CONTINGENCIES**

(4) All contingencies benefitting Buyer contained in the Purchase Agreement shall be deemed to become active and effective **only after** buyer's deposit has been deposited into escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance, even if they are not yet active and effective.

(5) All contingencies shall end at the expiration of their respective time periods. Their release or removal **SHALL NOT** require any signature of the Buyer. If the Buyer desires to cancel based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract form (C.A.R. Form CC), and causing the same to be delivered to the Seller's agent prior to the expiration of the contingency time period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer. The submission of a Request For Repairs (C.A.R. Form RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated below. No contingency shall continue beyond the initial contingency period unless Buyer and Seller have both signed an Extension of Time Addendum (C.A.R. form ETA) prior to the expiration of the contingency time period.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

(6) If the last day of a Contingency period is a Saturday, Sunday, or legal holiday, the contingency period shall end at the end of the contingency's time period and **shall not extend** to the next business day.

(7) Contingency period for all of buyer's desired inspections, for approval of property condition and Disclosures, and all other Contingencies, **except** Loan Contingency and Appraisal Contingency, shall be **7 calendar days** after acceptance.

**All buyer Disclosures are to be signed and returned to seller 7 calendar days after acceptance.**

(8) Buyer's Loan Contingency and Appraisal contingency periods shall be **21 calendar days** after acceptance. Any cancellation based on the appraisal contingency must be accompanied by a complete full copy of the appraisal. Buyer agrees to verify that Buyer's lender has ordered the appraisal.

(9) Buyer hereby authorizes Buyer's Lender to release a copy of a complete full appraisal to Seller's agent **within 21 days** after acceptance. Buyer(s) indemnify the Lender from any and all claims which may arise as a result of Lender's compliance with this paragraph.

(10) **Any change** of buyer's lender, change of type of financing stated in Purchase Agreement or the addition or deletion of any Buyer shall require Seller's written approval.

(11) **Seller will not provide** any inspection reports or certifications, including Wood Destroying Pest Inspection Report and Certification. Buyer may obtain these as part of Buyer's inspections and at Buyer's expense. Seller will also not pay for any corrective work if necessary. Buyer signing this addendum Buyer agrees to pay for their own inspection report and pay for any corrective work they deem necessary, if any.

**ESCROW/TITLE**

(12) **Escrow holder** to be First American Title Company, Redlands office Escrow No: 5191759-CZ. Escrow Officer is **Cheryl Zanini. Email Address: [czanini@firstam.com](mailto:czanini@firstam.com)** . (909) 380-8776 .Buyer and Seller to each pay their own fees and charges.

(13) Seller will pay for standard owner's policy of Title Insurance if provided by First American Title Company in Redlands. Buyer has option to obtain title insurance from any provider. Buyer shall pay for owner's policy of Title Insurance if provided by company other than First American Title Company in Redlands.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

(14) Buyer acknowledges having had the opportunity, at Buyer's request, to review the **Preliminary Title Report** prepared by First American Title Company, as Order No. 0623-5191759. Effective date 05-25-16 at 7:30 A.M. Buyer approves all the Exceptions and Exclusions to coverage listed on Preliminary Title Report **except** for items number 19 and 20. Any additional items added to the Preliminary Title Report prior to Close of Escrow shall be subject to Buyer's written approval. Current property taxes are to be prorated between the parties.

(15) The Lead-Based Paint And Lead-Based Paint Hazards Disclosure is not applicable due to the subject property being built after 1978.

(16) The **Natural Hazards Disclosure** Report and the California Property Tax Disclosure Report will be prepared by JCP-LGS Residential Property Disclosure Reports. Buyer acknowledges receipt and hereby approves their report No. 1923915, dated 05/31/2016. Seller will not pay for Environmental reports, or Comprehensive Loss Underwriting Exchange "C.L.U.E." reports. Buyer may obtain these at Buyer's expense.

**Home Owners Association/Community**

(17) The Home Owner Association/Community information for monthly Dues, Amenities and other information can be found in the disclosure "Realtor Info Report" dated 6/2/2016.

Buyer may review these reports at: **WWW.TRUSTEDRA.COM/Torreypines**

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

(18) **Possession & occupancy** shall be delivered to Buyer no later than the third business day (excludes Saturday, Sunday, and legal holidays) **after** the day escrow closes by 5:00 PM.

(19) Seller shall have the right to refuse to sign any document that is not specifically required by the Purchase Agreement, Federal, State or Local law. These documents shall include, but not limited to: **Selling Office Disclosures, Addendums, Agreements and/or Advisories.**

(20) Any notices to Buyer shall be delivered via email to Buyer's agent.

(21) All of the appliances inside the property and in the garage will remain with property after close of escrow. Buyer accepts all responsibility, risk and expense for lawfully dealing with it.

(22) The following are attached hereto and incorporated herein by reference:

(A) Realtor report info

The undersigned, acknowledges they have read, understand, agree to, and have received a copy of this Addendum consisting of 4 pages.

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

_____	_____
Terry Lee Young	Date Signed